

# Solicitation Document

Title : **Consolidated Solicitation**

Solicitation Number : **FCO00CORP0000C**

Refresh Number : **13**

Created on July 1, 2011

## COVER PAGE

PLEASE NOTE: ALL RESPONSES SHALL BE SUBMITTED ELECTRONICALLY AS EOFFERS (<http://eoffer.gsa.gov>).

Notice: The GSA Multiple Award Schedule (MAS) program has recently experienced a tremendous increase in new offers. Due to the large number of new offers currently in process, it could take up to 9 months before your offer is evaluated.

GSA's practice is to evaluate offers in the order in which they are received. However, GSA may give priority to processing certain offers when circumstances dictate, such as when a federal agency Contracting Officer specifically requests an expedited offer review in order to meet a pending requirement that will be procured under the MAS program, or when there is a need for GSA to bring strategically critical new products or services to market in order to meet federal customer needs

NO HARD COPY RESPONSES WILL BE ACCEPTED UNDER THIS REFRESH.

NOTICE CONCERNING MODIFICATIONS TO ALL CONTRACTS AWARDED UNDER THIS SOLICITATION:

The following link provides guidance on utilizing the eOffer and eMod systems, obtaining digital certificates, and using the eOffer and eMod Training Guides: <http://eoffer.gsa.gov>.

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**Begin Regulation**

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### CP-FSS-1-C (MAY 2000)

Solicitation No. FCO00CORP0000C Refresh 13

#### WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT FOR

(a) FSC GROUP 99 - CONSOLIDATED SCHEDULE PART 00CORP SECTION  
MISCELLANEOUS

COMMODITY: MISCELLANEOUS

FSC CLASS(ES)/PRODUCT CODE(S): VARIOUS - REFER TO PART I - GOODS & SERVICES

(b) **STANDARD INDUSTRY GROUP:** VARIOUS - REFER TO PART I - GOODS & SERVICES

SERVICE: VARIOUS - REFER TO PART I - GOODS & SERVICES

SERVICE CODE(S): VARIOUS - REFER TO PART I - GOODS & SERVICES

ANY INFORMATION THAT MAY BE DESIRED ON THIS PARTICULAR SOLICITATION

CAN BE OBTAINED FROM THE ISSUING OFFICE ADDRESS SHOWN HEREIN.

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**Begin Regulation**

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### CP-FSS-19 PRICING (DEC 1998)

Offerors are advised that separate pricing may be submitted for different countries if separate pricing is consistent with the offeror's commercial sales practice.

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**Begin Regulation**

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**CP-FSS-2 SIGNIFICANT CHANGES (OCT 1988)**

The attention of offeror is invited to the following changes made since the issuance of the last solicitation for the supplies/services covered herein:

**The deleted regulations(s) from previous refresh are listed below**

Number	Title	Clause/Provision
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)	Clause
I-FSS-600	CONTRACT PRICE LISTS (JUL 2004) (ALTERNATE I - DEC 2008)	Clause
52.209-8	UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (APRIL 2010) (DEVIATED I - OCT 2010)	Clause

**The added regulation(s) in new refresh are listed below**

Number	Title	Clause/Provision
I-FSS-600	CONTRACT PRICE LISTS (JUL 2004)	Clause
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAR 2008)	Clause
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)	Provision
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011) (ALTERNATE I -- JAN 2011)	Clause
52.210-1	MATERIAL RESEARCH (APR 2011)	Clause
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (MAR 2011)	Provision

**The updated regulation(s) in new refresh are listed below**

Number	Title	Clause/Provision
552.238-78	SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (SEP 2008) (ALTERNATE I -- FEB 2007)	Clause
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)	Provision
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (MAR 2011) (ALTERNATE II - DEC 2010)	Clause

**The added SINS in new refresh are listed below**

SIN #	SIN Title	Total Sales in \$
C541 4G	Challenges and Competition Services	\$0

**The deleted SINS in new refresh are listed below**

SIN #	SIN Title	Total Sales in \$
C20 220	Projection Screen, Stand, Printer (Enlarger), Systems -	\$0
C20 300	Projectors & Electronic Whiteboards -	\$0

C47 145	Typewriters -	\$0
C47 147	Security Applications for Business Machines (SMALL BUSINESS SET ASIDE) -	\$0
C47 355	Dictating and Transcribing Machines and Systems -	\$0
C50 156	Personal & Document Identification Systems -	\$0
C50 163	Mail Processing Machines, Systems and Related Software -	\$0
C50 177	Date and Time Stamps -	\$0
C50 180	Time and Attendance Program Systems -	\$0
C50 205	Rental Plan for Postage Meters and Related Mailing Equipment -	\$0
C50 281	Calculators -	\$0
C50 287	Money Handling & Processing Machines -	\$0
C50 7002	Stencil Cutting Machines -	\$0
C51 001	Office Products for the Impaired -	\$0
C51 002	Business Card Scanner and Solutions -	\$0
C51 55	Rental Plan for Copiers -	\$0
C51 402	Multi-Media Readers, Reader-Printers and Systems -	\$0
C51 417	Microphotographic Film, Paper, Chemical Preparation and Equipment -	\$0
C51 500	Managed Print Services -	\$0
C132 54	Commercial Satellite Communications (COMSATCOM) Transponded Capacity -- SUBJECT TO COOPERATIVE PURCHASING -	\$0
C132 55	Commercial Satellite Communications (COMSATCOM) Subscription Services -- SUBJECT TO COOPERATIVE PURCHASING -	\$0
C132 60A	Electronic Credentials, Not Identity Proofed (Assurance Level 1 - OMB M-04-04) Managed Service Offering - SUBJECT TO COOPERATIVE PURCHASING -	\$0
C132 60B	Electronic Credentials, Identity Proofed (Assurance Level 2 OMB M-04-04) Managed Service Offering - SUBJECT TO COOPERATIVE PURCHASING -	\$0
C132 60C	Digital Certificates, including ACES (Assurance Level 3 and 4 OMB M-04-04) - SUBJECT TO COOPERATIVE PURCHASING -	\$0
C132 60D	E-authentication Hardware Tokens - SUBJECT TO COOPERATIVE PURCHASING -	\$0
C132 60E	Remote Identity and Access Managed Service Offering - SUBJECT TO COOPERATIVE PURCHASING -	\$0
C132 60F	Identity and Access Management Professional Services - SUBJECT TO COOPERATIVE PURCHASING -	\$0
C132 61	Public Key Infrastructure (PKI) Shared Service Providers (PKI SSP) Program -	\$0
C132 62	Products and services for agencies to implement the requirements of HSPD-12, FIP S-201 and associated NIST special publications -	\$0
C165 205	Multimedia Office Cabinets, Displays, & Filing Systems including Pocket Card Frames and Portfolios -	\$0
C595 22	Private Shared Service Center for Core HR Services -	\$0
C595 26	Private Shared Service Center for non-Core HR Services (offered by contractors awarded 595-22) -	\$0

C 3610	Printing, Duplicating, and Bookbinding Equipment	\$14,042,238
C 3610A	Printing, Duplicating, and Bookbinding Equipment	\$0
C 3610B	Printing, Duplicating, and Bookbinding Equipment	\$0
C 3610C	Printing, Duplicating and Bookbinding Equipment Supplies	\$0
C 3610D	Printing, Duplicating, and Bookbinding Equipment	\$0
C 3610E	Printing, Duplicating, and Bookbinding Equipment	\$0
C 3610F	Printing, Duplicating, and Bookbinding Equipment	\$0
C 3610S	Printing, Duplicating and Bookbinding Equipment Supplies	\$0
C 5805	Telephone and Telegraph Equipment	\$0
C 5810	Communications Security Equipment and Components	\$0
C 5815	Teletype and Facsimile Equipment	\$341,998
C 5820	Radio and Television Communication Equipment, Except Airborne	\$0
C 5820C	Radio and Television Communication Equipment - SUBJECT TO COOPERATIVE PURCHASING	\$0
C 5821	Radio and Television Communication Equipment, Airborne	\$0
C 5821B	Radio and Television Communication Equipment, Airborne - SUBJECT TO COOPERATIVE PURCHASING	\$0
C 5825	Radio Navigation Equipment, Except Airborne	\$0
C 5826	Radio Navigation Equipment, Airborne	\$0
C 5830	Intercommunication and Public Address Systems, Except Airborne	\$0
C 5841	Radar Equipment, Airborne	\$0
C 5895B	Miscellaneous Communication Equipment	\$0
C 5995	Cable, Cord, and Wire Assemblies: Communication Equipment	\$0
C 6015	Fiber Optic Cables	\$0
C 6020	Fiber Optic Cable Assemblies and Harnesses	\$0
C 6145	Wire and Cable, Electrical	\$0
C 6145B	Coaxial Cable for IT - SUBJECT TO COOPERATIVE PURCHASING	\$0
C 6910	Training Aids	\$0
C 6910P	Ancillary Supplies and/or Services	\$0
C 6930	Operation Training Devices	\$0
C 7010	ADPE System Configuration	\$216,682
C 7025	ADP Input/Output and Storage Devices	\$897,599
C 7030	IT Software	\$3,777,780
C 7035	ADP Support Equipment	\$0
C 7035U	ADP Support Equipment - Refurbished	\$0
C 7042	Mini and Micro Computer Control Devices	\$0
C 7050	ADP Components	\$0
C 7460	Visible Record Equipment	\$306,297
C 7490	Miscellaneous Office Machines	\$0
C 7610	Books and Pamphlets	\$0
C 7630	Newspapers and Periodicals	\$0
C 7690	Miscellaneous Printed Matter	\$0
C D301	IT Facility Operation and Maintenance Services	\$65,899,652
C D302	IT Systems Development Services	\$43,961,627
C D304	IT Telecommunications and Transmission Services (excluding local and long distance voice, data, video, and dedicated transmission services which are NOT mobile)	\$0

	(Telecommunication Transmission Services are not intended to supersede or be substituted for any FTS local and long distance programs)	
C D306	IT Systems Analysis Services	\$30,615,747
C D307	IT System Design and Integration Services	\$3,925,660
C D308	Programming Services	\$3,725,171
C D310	IT Backup and Security Services	\$183,834
C D311	IT Data Conversion Services	\$5,411,675
C D313	Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services	\$1,461,249
C D316	Telecommunications Network Management Services	\$12,413,305
C D317	Automated News Services, Data Services or Other Information Services (buying data, the electronic equivalent of books, periodicals, newspapers, etc.)	\$424,996
C D399	Other IT and Telecommunication Services (includes data storage on tapes, compact disks, etc.)	\$18,049,846
C F106	Environmental Support Services	\$4,315
C F108	Environmental Recycling and Disposal Services	\$0
C F110	Environmental Assessments	\$657,646
C F999	Other Environmental Services, Studies and Analytical Support	\$59,806,252
C F999P	Ancillary Supplies and/or Services	\$0
C H099		\$0
C H335	Inspection Service for Elevators	\$0
C J003	03 FAC ODCs	\$0
C J019	Maintenance & Repair/Marine Vessels	\$0
C J025	Maintenance & Repair/Equipment	\$0
C J036	Repair of Special Industry Machinery	\$1,871,533
C J036A	Maintenance for Copiers	\$0
C J036B	Maintenance & Repair of Special Industry Machinery	\$0
C J039	Maintenance & Repair of Elevators & Escalators	\$0
C J041	Maintenance and Repair of Refrigeration and AC Equip	\$0
C J042		\$0
C J063		\$0
C J065	Maintenance & Repair of Fire Systems	\$0
C J070	Information Technology - Maintenance of Equipment, Repair Services and/or Repair/Spare Parts - SUBJECT TO COOPERATIVE PURCHASING	\$356,861
C J099	New Services related to Maintenance & Repair	\$0
C N070	Installation of ADP Equipment (including firmware), software, supplies and support equipment	\$0
C R407	Energy Program Evaluation Services	\$0
C R407A	Energy Program Training Services	\$0
C R407B	Energy Program Metering Services	\$0
C R407C	Energy Program Support Services	\$0
C R407D	Energy Program Support Services	\$0
C R407E	Energy Audit Services	\$0
C R407F	Energy Program Support Services	\$0
C R407G	Energy Program Support Services	\$0
C R407H	Energy Program Support Services	\$0
C R408	Program Management/Support Services	\$15,814,369

C R418	Professional Legal Services	\$0
C R422	Market Research and Public Opinion Services	\$8,319,548
C R422A	Market Research & Public Opinion Service	\$0
C R422S	Market Research and Public Opinion Services	\$152,393
C R425	Engineering and Technical Services	\$149,601,393
C R425A	Construction Management Services	\$0
C R425P	Ancillary Supplies and/or Services	\$0
C R499	Other Professional Services Mission Oriented Business	\$310,043,873
	Integrated Services (MOBIS) - Includes the following:	
C R499A	Other Professional Services	\$419,374
C R604	Mailing and Distribution Services	\$627,660
C R605	Library Services	\$0
C R608	Language Services	\$492,051
C R608P	Ancillary Supplies and/or Services	\$0
C R611	Credit Reporting Services	\$0
C R614	Paper Shredding Services	\$0
C R699	Other Administrative Support Services	\$0
C R699A	Other Administrative Support Services	\$0
C R699B	Other Administrative Support Services	\$7,894,270
C R699C	Other Administrative Support Services	\$0
C R699D	Other Administrative Support Services	\$0
C R699F	Other Administrative Support Services	\$0
C R699G	Other Administrative Support Services	\$0
C R701	Advertising Services	\$1,017,655
C R701A	Advertising Services	\$0
C R702	Data Collection Services	\$0
C R703	Accounting Services	\$685,094
C R704	Auditing Services	\$0
C R704S	Auditing Services	\$0
C R704T	Auditing Services	\$0
C R705	Debt Collection Services	\$0
C R706	Logistics Support Services	\$58,367,230
C R706P	Ancillary Supplies and/or Services	\$0
C R707	Contract, Procurement and Acquisition Support Services	\$0
C R708	Public Relations Services	\$1,061,213
C R708A	Public Relations Services	\$0
C R708S	Public Relations Services	\$0
C R710	Financial Services	\$21,446,996
C R710A		\$0
C R710P		\$0
C R799A	Energy Management Services	\$37,599
C R799B	Human Resource Support Services	\$2,969,275
C R799C	Human Resource EEO Support Services	\$0
C R799D	Human Resource Pre-Employment Support Services	\$0
C R799E	HR Social Support Services	\$0
C R 407G		\$0
C S112		\$0
C S119	Other Utility Services	\$0
C S207	Insect and Rodent Control Services	\$0
C S208	Groundskeeping/Landscaping Services	\$0
C S216	Facilities Operations Support	\$0

C S216A	Facility Operations Support	\$0
C S216B	Facilities Support Services	\$0
C S218	Snow Removal/Salt Services	\$0
C T001	Arts/Graphics Services	\$0
C T006	Film/Video Tape Production	\$174,404
C T015	Commercial Photography	\$0
C T099	Other Publication Services	\$0
C U006	Vocational/Technical Training	\$482,729
C U008	Training/Curriculum Development	\$41,156
C U009	Education Services	\$0
C U012	IT Software, Equipment, and Telecommunications Training	\$305,799
C U099	Other Education and Training Services	\$5,095,556
C V111		\$0
C V301	Employee Relocation Services	\$0
C W036	Lease-Rent Copiers	\$2,097,415
C W070	IT Equipment (including firmware), software, supplies and support equipment	\$0
C Z706	Repair & Alteration Logistics Support Services	\$0

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**Begin Regulation**

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**CP-FSS-3 NOTICE: REQUESTS FOR EXPLANATION OR INFORMATION (MAR 1996)**

Oral or written requests for explanation or information regarding this solicitation should be directed to:

**GENERAL SERVICES ADMINISTRATION**

Address: General Services Administration  
Management Services Center  
400 15th Street SW  
Auburn, WA  
Attn: Bid Custodian  
E-Mail Address: R10MSC.Consolidated@gsa.gov

or

Phone Contact: Maureen Duckworth at (253)931-7514 or 1-800-241-RAIN (7246).

**IMPORTANT: DO NOT ADDRESS OFFERS, MODIFICATIONS OR WITHDRAWALS TO THE ABOVE ADDRESS. THE ADDRESS DESIGNATED FOR RECEIPT OF OFFERS IS CONTAINED ELSEWHERE IN THIS SOLICITATION.**

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**Begin Regulation**

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**SCP-FSS-001 GENERAL PROPOSAL SUBMISSION INSTRUCTIONS (DEC 2010) (ALTERNATE I—DEC 2010)**

(a) Read the entire solicitation document prior to preparation of your offer.

(b) All information provided by the offeror shall be current concise, specific, and complete, and shall demonstrate a thorough understanding of the requirements described in the Statement of Work in Part I. By signing the offer, the offeror attests to the fact that there have been no changes to the text of this solicitation, unless otherwise stated.



(c) All offers must include the following. Omission of any section or substantial deficiencies within any section will result in rejection of the offer.

(1) Section I *Administrative/Contract Data*

(2) Section II *Technical Proposal*

(3) Section III *Price Proposal*

(d) Offers will be rejected if they do not meet all of the following criteria:

(1) Submit "Pathway to Success" training certificate.

(2) Submit a signed Standard Form 1449 (unless submitting an eOffer).

(3) If a consultant or an agent, other than an employee of the company, is being used during or after award, submit an agent authorization letter.

(4) Submit a completed Vendor Response Document (Vendor Information document if submitting an eOffer).

(5) The offeror currently has an up to date registration in Central Contractor Registry (CCR).

(6) The offeror has completed the Online Representations and Certifications Application (ORCA) in its entirety. The information is current, accurate, and complete, and reflects the North American Industrial Classification System (NAICS) code(s) for this solicitation.

(7) Submit a completed Open Ratings, Inc. (ORI) Past Performance Evaluation and Order Form (references).

(8) Submit a completed Commercial Sales Practices (CSP) Format.

(9) Submit a complete Small Business Subcontracting Plan, as applicable.

(e) *Withdrawal of Offer:* An offeror may withdraw its offer at any time prior to award by submitting a written withdrawal request to the GSA Contract Specialist evaluating the offer. If the offer is withdrawn, it can be resubmitted as a new offer at a later date.

(f) Electronic submission of offers via eOffer is mandatory via <http://eOffer.gsa.gov>, unless otherwise stated in the electronic submission standards and requirements at the Vendor Support Center website (<http://vsc.gsa.gov>).

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### **Begin Regulation**

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## **SCP-FSS-002 SPECIFIC PROPOSAL SUBMISSION INSTRUCTIONS (DEC 2010) (ALTERNATE I—DEC 2010)**

(a) Section I *Administrative/Contract Data:*

(1) Offeror must submit a copy of the certificate signifying that one of its current employees, who is an authorized negotiator for this offer, has completed the "Pathway to Success" training within the past year. "Pathway to Success" training is available through the Vendor Support Center website at <http://vsc.gsa.gov>. Click on the tab "Vendor Training" to access this free, web based training. The training session is less than two hours total and covers the major factors your organization should consider prior to submitting an offer to GSA.

(2) Electronic submission of offers via eOffer is mandatory via <http://eOffer.gsa.gov>, unless otherwise stated in the electronic submission standards and requirements at the Vendor Support Center website (<http://vsc.gsa.gov>).

(i) It is NOT necessary to submit a signed copy of the SF1449 or other signatures that may be required in the solicitation document because a digital certificate is required to submit an eOffer. Completing an eOffer through the eOffer system will constitute a signature wherever signature is required in this solicitation regardless of whether or not an electronic signature is present on the document requiring a signature. The offer must include the SF1449, the Vendor Information document (fill-in responses to the Vendor Response Document, GSA required attachments, and offeror's "optional" attachments (defined as any other information submitted by the offeror, not already a part of the requirements and instructions defined by the Government).

(3) If a consultant is being used during or after award, submit an agent authorization letter. See FedBizOpps Document 12 for sample letter.

(4) Offeror shall provide a complete copy of its current CCR and ORCA which includes applicable NAICS codes for services/products offered.

(5) Offeror shall provide a copy of any cancellation and/or rejection notice(s) your firm has received in the preceding two years from any previous GSA Schedule contracts or proposals.

(6) Offeror shall provide the contract number(s) and price lists of any other GSA Schedule contract(s).

(7) Offeror shall identify any pending offers under other GSA Schedules including the name and phone number of the contract specialist evaluating the offer.

(8) Offeror should not submit clauses Incorporated by Reference (IBR) document (FedBizOpps Document 5), which is the full text of all the clauses incorporated by reference.

(9) Unless otherwise requested, offerors should not submit brochures, newsletters, or other marketing materials.

(10) Elaborate artwork, expensive paper and bindings, and visual or other presentation aids are discouraged.

(11) Provide a copy of offeror's most current, complete, audited (if available) two years of financial statements (at a minimum, balance sheets and income statements). GSA uses balance sheet and income statement information to determine financial responsibility. NOTE: Do NOT submit tax returns. Provide an explanation for any negative financial information disclosed, including negative equity or income. You may be required to provide letters of credit or other documentation to demonstrate that adequate financial resources are available.

(12) Small Business Subcontracting Plan, if applicable The offeror shall prepare and submit a Small Business Subcontracting Plan if, pursuant to the applicable NAICS codes and size standards, it is determined to be other than a small business concern for purposes of this solicitation. Failure to submit a Small Business Subcontracting Plan when required will result in the rejection of your proposal. Large businesses, nonprofit organizations and educational institutions are advised of the requirement to submit a Small Business Subcontracting Plan (see Clause 552.219-72, incorporated by reference). The Government will review each plan to assure it is consistent with the provisions of this clause. Subcontracting plans are subject to negotiations along with the terms and conditions of any contract resulting from this solicitation. The offeror's subcontracting plan must be approved by the Contracting Officer prior to award. A sample outline that may be used in preparing a subcontracting plan is included as FedBizOpps Document 7 (ref. FAR 19.702).

GSA's subcontracting goals for Fiscal Year 2011 are:	
Category of Small Business	Goal % of Total Subcontracting Dollars
Small Business (total of all types)	30%

HUBZone	3%
Small Disadvantaged	5%
Women Owned	5%
Veteran Owned	3%
Service Disabled Veteran Owned	3%

(b) Section II *Technical Proposal*: The technical proposal is comprised of four factors Factor One (Corporate Experience), Factor Two (Relevant Project Experience), Factor Three (Past Performance) and Factor Four (Quality Control). All offers shall address these factors as instructed below. If the offeror is proposing multiple Special Item Numbers (SINs), they shall clearly identify each SIN with the corresponding technical information. Please provide a narrative for each of the following sections to demonstrate your company's capabilities in satisfying ALL underlying requirements listed below.

(1) Factor One Corporate Experience: Submit a two page (maximum) narrative describing the company's corporate experience in all services provided under this Schedule, regardless of the number of SINs being offered. Your company must have provided the type of professional services under this schedule to either a Government or Commercial entity for a minimum of two years. At a minimum, your narrative must include the following:

- (i) Organization's number of years of corporate experience in the services described in Part I of this solicitation.
- (ii) Organization's size, experience in the field, and resources available to enable the offeror to fulfill requirements.
- (iii) Brief history of the organization's activities contributing to the development of expertise and capabilities related to this requirement.
- (iv) Information that demonstrates the offeror's organizational and accounting controls and manpower presently in house or the ability to acquire the type and kinds of personnel proposed.
- (v) Describe/identify how you intend to market services to federal clients.
- (vi) Discuss the use of subcontractors. If applicable, a letter of commitment is required to cover the term of the contract.

(2) Factor Two *Relevant Project Experience*:

- (i) For each service SIN offered, the offeror must provide descriptions of two (2) projects. Each description must state the SIN to which it applies, and identify the specific services being proposed for that SIN.
- (ii) The projects must either have been completed within the last two years or be ongoing. For ongoing contracts with a base year and option years, at a minimum, the base year must have been completed; for multiyear task orders, at a minimum, the first year must have been completed.
- (iii) The offeror must demonstrate that the tasks performed are of a similar complexity to the work solicited under each SIN. The offeror may provide the same project for more than one SIN as long as the description identifies which specific work relates to each SIN. All examples of completed services must have been found to be acceptable by the client. Project descriptions shall not exceed four (4) pages per project.

(iv) Each project description shall include the following customer reference information:

- (A) Customer/Client Name
- (B) Project Name/Contract Number
- (C) Customer Point of Contact for Project
- (D) POC's phone number and email
- (E) Project performance period (include months/years)
- (F) Dollar value of the entire project
- (G) Dollar value received for the work performed relevant to the SIN offered
- (H) Brief summary of the project as a whole (background, purpose, etc.)
- (I) A copy of the Statement of Work for the project; this does not count against the limitation of four pages per project.

(v) As applicable, each project description shall include a narrative account of the work performed that addresses the following elements:

- (A) Detailed description of SIN relevant work performed and results achieved
- (B) Methodology, tools, and/or processes utilized in performing the work
- (C) Demonstration of compliance with any applicable laws, regulations, Executive Orders, OMB Circulars, professional standards, etc.
- (D) Project schedule (i.e., major milestones, tasks, deliverables), including an explanation of any delays
- (E) How the work performed is similar in scope and complexity to that described in the Statement of Work (Part I of this solicitation)
- (F) Demonstration of specific experience and/or special qualifications detailed in the Statement of Work (Part I of this solicitation)

(vi) Substitution For Relevant Project Experience: If project experience does not exist, the offeror may substitute relevant projects of predecessor companies or key personnel that will be performing major aspects of the work. If the offeror chooses to make such a substitution, the narratives must clearly identify the entity or personnel that performed the services, and include all elements of (b)(2)(v) of this provision.

(3) Factor Three *Past Performance*: The offeror shall order and obtain a Past Performance Evaluation from Open Ratings, Inc. (ORI). See FedBizOpps Document 6. Offerors are responsible for payment to ORI for the Past Performance Evaluation.

(i) Past Performance Evaluations are valid for a period of one year from date of issuance by ORI. The submission of an evaluation issued more than one year prior to the date of proposal submission will result in rejection of the proposal.

(ii) The offeror shall submit one (1) copy of the completed Past Performance Evaluation and one (1) copy of the order form (including information on up to 20 customer references) with its proposal. Failure to submit the order form and the completed evaluation with the offer will result in rejection of the proposal. A "customer reference" is defined as a person or company that has purchased services from your firm.

(iii) Offeror is advised to use references from projects involving services related to this solicitation and/or those performed under the appropriate NAICS code(s) related to services offered. If these references were not provided to ORI, please explain why.

(iv) The offeror shall address any negative feedback contained in the ORI report. Explain what actions your firm has taken to minimize the problems that resulted in negative feedback.

(4) Factor Four *Quality Control*: Submit one narrative regardless of the number of SINs offered,

not to exceed two (2) pages, addressing each of the following items to demonstrate your firm's capabilities in satisfying ALL underlying requirements listed below.

- (i) Describe the internal review procedures which facilitate high quality standards in the organization.
- (ii) Identify the individuals who will directly supervise or review projects specifically regarding quality control.
- (iii) State whether or not subcontractors are used and, if subcontractors are used, describe the quality control measures the offeror uses to ensure acceptable subcontractor performance.
- (iv) Describe how your firm handles potential problem areas and solutions.
- (v) Describe the procedures for insuring quality performance while meeting urgent requirements.
- (vi) Identify the strategies your firm will implement to manage and complete multiple projects for multiple agencies simultaneously.

(c) Section III *Price Proposal*:

(1) GSA's pricing goal: Obtain equal to or better than the Most Favored Customer (MFC) pricing with the same or similar terms and conditions. The U.S. Government Accountability Office has specifically recommended that "the price analysis GSA does to establish the Government's MAS negotiation objective should start with the best discount given to any of the vendor's customers." GSA seeks to obtain the offeror's best price based on its evaluation of discounts, terms, conditions, and concessions offered to commercial customers. If the MFC is a Federal agency, but sales exist to commercial clients, identify which, if any, of the commercial clients obtain the best price. This will allow the Government to establish a "basis for award" customer in accordance with the Price Reductions Clause 552.238-75, paragraph (a). The prices submitted represent fully burdened rates inclusive of all cost factors (e.g., direct labor, in direct labor, G&A, profit, and IFF).

(2) The offeror shall propose a pricing structure consistent with its commercial practices and provide supporting documentation (See paragraph (12) below). Pricing shall be submitted and clearly identified as being based either on a "Commercial Price List" or on "Commercial Market Price," as defined in FAR 2.101 ("Catalog Price" and "Market Prices" under the definition of "Commercial Item"). Submit an electronic copy of the proposed pricing.

(i) As part of the Price Proposal: Offeror shall outline all services being proposed. At a minimum, the offeror should provide the following information:

- (A) SIN(s) proposed
- (B) Service/Product proposed
- (C) MFC/Best commercial customer
- (D) MFC/Best commercial customer price
- (E) Discount % offered to MFC/Best commercial customer
- (F) Discount % offered to GSA
- (G) Prices offered to GSA (excluding IFF)
- (H) Prices offered to GSA (including IFF)

(3) When training courses are offered, pricing will include the following information:

- (i) (A) Title and brief description of the course, including major course objectives
- (B) Length of course (number of hours/days)
- (C) Minimum/Maximum number of participants

- (D) Price for additional students above minimum (if applicable)
- (E) Support materials provided as part of the course (e.g., training manuals, CDs, DVDs)
- (F) Commercial price of course ("N/A" if offering market based prices)
- (G) Discount % offered to GSA ("N/A" if offering market based prices)
- (H) Price of course offered to GSA (excluding IFF)
- (I) Price of course offered to GSA (including IFF)

(ii) Note: These descriptions will become part of the GSA Authorized Price List if a contract is awarded, and must be posted on *GSA Advantage!*<sup>TM</sup>. Submit an electronic copy of the description of each course offered.

(4) The offeror may propose separate rates for "domestic" and "overseas" services based on the application of variations in their indirect costs, depending upon where the services are performed. Two sets of rates are not required. In the event two sets of rates are offered, the offeror must identify which are considered "domestic" rates and which are considered "overseas" rates.

(5) The offeror may propose separate rates for "customer facility" and "contractor facility" (also known as "offsite/onsite"), based on the application of variations in its indirect costs depending upon where the services are performed. Two sets of rates are not required. In the event two sets of rates are offered, the offeror must identify which is for work at the "customer facility" (i.e., the ordering activity/agency) and which is for work at the "contractor facility."

(6) Offeror is required to include a 0.75% Industrial Funding Fee (IFF) in the prices submitted with their offer (See contract clause 552.23874, Industrial Funding Fee and Sales Reporting). The fee will be included in the awarded prices and reflected in the total amount charged to ordering activities.

- (7) (i) When pricing is based on a Commercial Price List (CPL), submit two copies of the company's current dated CPL/Standard Rate Sheet (this is a stand alone document that was not prepared for this solicitation). Submit proposals for the base year only. Pricing based on the CPL are subject to the Economic Price Adjustment Clause at 552.21670.

OR

(ii) Pricing based on Commercial Market Prices are subject to the Economic Price Adjustment Clause, I-FSS-969. If offering market pricing in accordance with Clause I-FSS-969, the offeror must propose a fixed rate of escalation or identify an economic indicator such as the Bureau of Labor Statistics Employment Cost Index.

(8) For each proposed labor category, the offeror shall provide a detailed position description. Position descriptions must include functional responsibilities, minimum years of experience, minimum educational/degree requirements, and any applicable training or certification requirements. If it is the firm's standard commercial practice to substitute experience for education, explain the methodology in use (e.g., five years experience equates to a BA/BS degree). These descriptions will become part of the GSA Authorized Price List if a contract is awarded, and must be posted on *GSA Advantage!*<sup>TM</sup>. Submit an electronic copy of the labor category descriptions and minimum education and minimum experience requirements for each labor category.

(9) Travel will be handled in accordance with clause C-FSS-370. Costs for transportation, lodging, meals and incidental expenses incurred by the contractor are allowable subject to the limitations contained in the Federal Travel Regulations and/or Joint Travel Regulations. They should not be included in the offered prices and will be considered at the task order level.

(10) The Commercial Sales Practices Format (CSP) must be completed in accordance with the Commercial Sales Practices Instructions, demonstrating comparative pricing with your best customer(s). A general explanation of the circumstances and frequency of deviations from your standard commercial practices is required [see Clause 552.212-70, Preparation of Offer (Multiple

Awards Schedule)]. A separate CSP must be completed for each pricing structure proposed. Provide a rationale for the estimated GSA contract annual sales (CSP).

(11) The offeror shall include a detailed narrative containing sufficient information for each of the services offered to enable the Contracting Officer to determine that offered prices are fair and reasonable. For example, if a price offered to GSA is not equal to or better than the price offered to the firm's designated Most Favored Customer, the narrative must fully explain the offeror's rationale for proposing such a rate as well as demonstrate why the GSA price is still fair and reasonable. Any deviation from an offeror's commercial sales practices must be explained, including the circumstances surrounding and frequency of the deviations.

(12) The offeror must provide supporting pricing documentation for EACH proposed service/product (e.g. each labor category, percentage based fee, etc.). Supporting pricing documentation may consist of copies of invoices, contracts, quote sheets, etc. and MUST be included in the Offer. There must be a clear and relevant relationship between the supporting document and the proposed price it is meant to substantiate. Each supporting document must be labeled with the name of the corresponding proposed labor category, service, etc.

(13) If offering professional services (as defined by 29 CFR 541), offeror MUST submit a Professional Compensation Plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract in accordance with Clause 52.222-46 Evaluation of Compensation for Professional Employees. Individual compensation disclosure is not required. Submission of general compensation practices often printed in an employee handbook is sufficient.

(14) If offering professional or technical services, submit a copy of the offeror's policy that addresses uncompensated overtime in accordance with Clause 52.237-10 Identification of Uncompensated Overtime.

(15) Repair and Alterations (R&A): Applicable to the solicitation YES: Information for offering R&A is located in PART I. Clauses specific to R&A are located in a separate FedBizOpps document.

(16) Service Contract Act: Applicable to this-solicitation (Service Contract Act 52.222-41, and related clauses 52.222-42, 52.222-43, and 52.222-49)

(i) The Service Contract Act (SCA) applies to all nonprofessional services to be provided under this schedule except for any pricing offered for service outside of the United States. The SINs to which the SCA applies are identified elsewhere in the solicitation. The SCA index of applicable wage determinations for this solicitation and resultant contract are shown in FedBizOpps document "SCA Index of Wage Determinations." The full text version of each wage determination can be viewed at [www.wdol.gov](http://www.wdol.gov). Some of the proposed labor categories may be subject to the SCA (usually nonprofessional categories). As such, it is important that the offeror verifies that its proposed base rates and fringe benefit rates for these labor categories meet or exceed the SCA wage determination rates and fringe benefits for the areas where the offeror expects to perform the majority of work under the contract.

(ii) A contract must meet only the base rate and fringe benefit rate requirements in the SCA Wage Determination (WD) Revision Number currently incorporated into the GSA Contract. The WD Revision Number in the GSA contract takes precedence over any WD Revision Number an agency incorporates into an RFQ at the Task Order Level. Contractor cannot increase its GSA contract prices at the Task Order Level as a result of accepting a WD Revision Number at the Task Order Level that differs from the WD Revision Number currently incorporated to the Contractor's GSA contract.

(iii) Identify the SCA wage determination(s), including determination number, revision date, state and counties that were used to determine that the rates offered are in compliance. The revision numbers of the wage determinations listed in the solicitation index of wage determinations should be used in the comparisons.

See the sample below for how labor categories subject to the SCA are to be submitted as

part of the GSA proposal. Labor category titles and rates are shown for example purposes only.

Labor categories	Hourly Rate
Principal	\$100.00
Engineer	\$80.00
Secretary**	\$20.00
Scientist	\$80.00
Driver**	\$25.00
Engineering Technician**	\$26.00
Administrative Assistant**	\$18.00
**Indicates SCA eligible categories. See the SCA Matrix following the price list for additional information regarding these labor categories.	

(iv) The following paragraph is meant to be instructive and NOT to be copied as part of the proposed GSA price list.

For all the identified SCA eligible labor categories, map the SCA equivalent labor category title (titles/descriptions available at <http://www.wdol.gov>. Click on the "library" link, then download the SCA Directory of Occupations, 5<sup>th</sup> Edition). Also identify the WD# that the labor categories in your offer are predicated on. Note that the applicable revision number for any Wage Determination number is the revision number identified in the solicitation index of wage determinations.

(v) Utilize the following spreadsheet format (labor categories shown are for example purposes):

SCA Matrix		
SCA Eligible Contract Labor Category	SCA Equivalent Code Title	WD Number
Secretary	01115 General Clerk I	052059
Driver	31361 Truck driver, Light Truck	052059
Engineering Technician	29081 Engineering Technician I	052059
Administrative Assistant	01011 Accounting Clerk I	052059

(vi) Insert the following language below the above SCA matrix and insert both (matrix



and language) at the end of the proposed GSA price list.

"The Service Contract Act (SCA) is applicable to this contract and it includes SCA applicable labor categories. The prices for the indicated (\*\*) SCA labor categories are based on the U.S. Department of Labor Wage Determination Number(s) identified in the SCA matrix. The prices offered are based on the preponderance of where work is performed and should the contractor perform in an area with lower SCA rates, resulting in lower wages being paid, the task order prices will be discounted accordingly."

(vii) (A) There are three methods for determining price adjustments of Service Contract Act (SCA) eligible labor categories ONLY. The offeror will be required to select one method for the life of the contract.

(1) Method 1: Price Adjustment for the base contract period and all options exercised shall be in accordance with clause 52.222-43, Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts). When a modification is issued to all contract holders incorporating a revised index of wage determinations, contractors shall notify the Contracting Officer of any increase/decrease claimed under clause 52.222-43 within 30 calendar days after receipt of the modification.

(2) Method 2: An escalation method is negotiated prior to award in accordance with the clause I-FSS-969, Economic Price Adjustment FSS Multiple Award Schedule, utilizing any of the methods available in the solicitation under that clause.

(3) Method 3: When the offered prices are based upon a commercial price list, then only revisions in the commercial price list will enable the contractor to revise prices. They will only be allowed increases in accordance with clause 552.216-70, Economic Price Adjustment FSS Multiple Award Schedule Contracts.

(B) Regardless of the method used, contractor must ensure that within 30 calendar days after the effective date of any modification to revise pricing based on changes in the applicable wage determination(s), the electronic catalog is updated on GSA Advantage! <sup>TM</sup>.

(viii) Note 1: The contractor will not automatically be allowed an increase in prices based solely on new wage determinations.

(ix) Note 2: Reference Code of Federal Regulations, Title 29, Labor, Subtitle A Office of the Secretary of Labor, Part 4 Labor Standards for Federal Service Contracts, Subpart D Compensation Standards, paragraph 4.161 Minimum monetary wages under contracts exceeding \$2,500, which states: "No change in the obligation of the contractor or subcontractor with respect to minimum monetary wages will result from the mere fact that higher or lower wage rates may be determined to be prevailing for such employees in the locality after the award and before completion of the contract."

**Note: Regulation SCP-FSS-002**

Offerors are encouraged to use the optional document 17 templates entitled, Administrative Proposal, Technical Proposal, and Price Proposal, in preparing the offer. These templates are not mandatory to use, but contain the major mandatory elements required in the proposal instructions included in provisions SCP-FSS-001 and SCP-FSS-002 above. Offerors must ensure that any required attachments referenced in the templates are uploaded into GSA eOffer.

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**Begin Regulation**

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**552.219-71 NOTICE TO OFFERORS OF SUBCONTRACTING PLAN REQUIREMENTS (JUN 2005)**

The General Services Administration (GSA) is committed to assuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns to participate in the performance of this contract consistent with its efficient performance. GSA expects any subcontracting plan submitted pursuant to FAR 52.219—9, Small Business Subcontracting Plan, to reflect this commitment. Consequently, an offeror, other than a small business concern, before being awarded a contract exceeding \$500,000 (\$1,000,000 for construction), must demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors in the performance of this contract.

Note: Regulation 552.219-71

The Subcontracting plan threshold has been increased to \$650,000.

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## Part I - GOODS & SERVICES

### Scope of Work

#### Overview

Under the GSA Multiple Award Schedules Program, GSA establishes long-term government-wide contracts with commercial firms to provide access to over four million commercial services and products. These can be ordered directly from GSA Schedule contractors or through the GSA Advantage! On-line shopping and ordering system.

#### Purpose

The purpose of the Consolidated Schedule is designed to provide a full range of services that enable government agencies to meet demands that fall under the twelve Single Schedule programs cited below. It is also designed to enable industry to offer an entire business line under a single Schedule contract rather than marketing and administering multiple individual Schedules.

Contracts awarded under this solicitation are hereby held to the same scope descriptions as provided in each of the current (twelve) single Schedule Solicitations noted below.

#### 03FAC - Facilities Maintenance and Management

Solicitation # 6FEC-E6-030292-B, Document 2, Part I - Goods and Services

#### 36 - The Office, Imaging and Document Solution

Solicitation # 3FNJ-C1-000001-B, Document 2, Part I - Goods and Services

#### 70 - General Purpose Commercial Information Technology Equipment, Software and Services

Solicitation # FCIS-JB-980001-B, Document 2, Part I - Goods and Services

#### 76 - Publication Media

Solicitation # 2FYA-JD-060001-B, Document 2, Part I - Goods and Services

#### 520 - Financial and Business Solutions (FABS)

Solicitation # FCXB-F4-020002-B, Document 2, Part I - Goods and Services

#### 541 - Advertising and Integrated Marketing Solutions (AIMS)

Solicitation # 7FCB-H2-070541-B, Document 2, Part I - Goods and Services

#### 738II - Language Services

Solicitation # TFTP-GC-017382-B, Document 2, Part I - Goods and Services

#### 738X - Human Resources and Equal Employment Opportunity Services

Solicitation # 2FYA-AR-060004-B, Document 2, Part I - Goods and Services

#### 871 - Professional Engineering Services (PES)

Solicitation # TFTP-MC-990871-B, Document 2, Part I - Goods and Services

#### 874 - Mission Oriented Business Integrated Services (MOBIS)

Solicitation # TFTP-MC-000874-B, Document 2, Part I - Goods and Services

#### 874V - Logistics Worldwide (LogWorld)

Solicitation # TFTP-MB-008745-B, Document 2, Part I - Goods and Services

#### 899 - Environmental Services

Solicitation # TFTP-EW-990899-B, Document 2, Part I - Goods and Services

Notice: The GSA Multiple Award Schedule (MAS) program has recently experienced a tremendous increase in new offers. Due to the large number of new offers currently in process, it could take up to 9 months before your offer is evaluated.

GSA's practice is to evaluate offers in the order in which they are received. However, GSA may give priority to processing certain offers when circumstances dictate, such as when a federal agency Contracting Officer specifically requests an expedited offer review in order to meet a pending requirement that will be procured under the MAS program, or when there is a need for GSA to bring strategically critical new products or services to market in order to meet federal customer needs.

#### OVERSEAS DIFFERENTIAL PAY

The purpose of this provision is to describe how overseas differential pay will be handled on any task orders issued pursuant to Federal Supply Schedule contracts for services.

Definition: Overseas differential pay includes many types of allowances, including Post (Cost of Living) Allowance, Post (Hardship) Differential, Living Quarter Allowance, Education Allowance, Foreign Per Diem, and Danger Pay Allowance. Contractor personnel may be required to perform services in areas designated by the Department of State as Danger Pay or Hardship Posts for a variety of reasons, including contingency operations, humanitarian or peacekeeping operations, military exercises and/or operations, or diplomatic missions.

The Department of State's Standardized Regulations (DSSR) provides the regulations governing allowances, differentials (i.e. Hardship Post and/or Danger Pay) and definitions for all designated areas for all U.S. Government civilian employees. The DSSR provides for additional compensation for service in foreign locations where conditions of environment differ so substantially from conditions of environment in the continental U.S. that additional compensation is warranted and necessary as a recruitment or retention incentive. For U.S. Government civilian employees, hired in the United States, these are cumulative with a maximum of 35 percent each over the basic pay. (The cumulative maximum differential is 70 percent over basic pay, for an overall compensation of 170 percent of base pay.)

Applicability to contract performance: In order to facilitate contractor performance in areas where these differentials may be appropriate, this provision allows the use of the State Department regulations and allowances as a basis for establishing differential labor rates on task orders. Information on current rates is available at the U.S. Department of State, Office of Allowances web site ([http://aoprals.state.gov/Web920/default.asp?menu\\_id=95](http://aoprals.state.gov/Web920/default.asp?menu_id=95)). If payment of a differential is determined appropriate by the task order contracting officer, that contracting officer may utilize any method to determine the labor rate (or additional price if pricing is based on other than labor rates) actually paid to the contractor. However, in no event shall the total price paid exceed the Schedule contract price plus the State Department compensation rate applicable to the locality in question.

Example: A task order is contemplated with performance in Kabul, Afghanistan. As of the date of the contractors quotation, the State Department allowance for this location is 70%. The contract rate for the labor category in question is \$100.00 per hour. Therefore, the maximum allowable differential rate for that labor category would be \$170.00 per hour.

### **Group Name: SCHEDULE 03FAC (FACILITIES MAINTENANCE & MANAGEMENT) SPECIAL ITEM NUMBERS**

#### **C003 01 --- Smart Buildings Systems Integrator -**

Includes the comprehensive integration of building systems and technology using a non-proprietary and open architecture. Typical building systems to be integrated include: building automation, life safety, telecommunications, facilities management, security, energy and environmental control, HVAC, lighting, building envelope, access control, power management, cabling infrastructure/wireless, VOIP, video distribution, video surveillance, data network, etc. Typical integration functions include, but are not limited to: requirements analysis, strategic systems planning, system configuration, implementation alternatives,

integration planning, system component acquisition, component integration, testing and analysis, interaction with Building Operations Centers, collection/manipulation of smart building component data, configuration management and control, design-guide development, operational training and support, monitoring, reporting and managing of the systems, and systems maintenance.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** J035

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541690	Other Scientific and Technical Consulting Services	\$7 million

**C371 001 --- Grounds Maintenance -**

Services include but are not limited to the planning, development, maintenance, management and operations, for grounds maintenance at or on Federal facilities and/or properties. These services involve mowing, planting, seeding, fertilizing, raking, mulching, watering, pruning, weeding, aerating, and all services related to grounds maintenance. This can include cemetery maintenance, but this is limited to grounds maintenance only.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** S208

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
561730	Landscaping Services	\$7 million

**C371 002 --- Tree Planting/Trimming/Removal -**

Services include but are not limited to the planning, development, management, operation, and maintenance of trees on Federal facilities and/or properties. These services involve planting, trimming, removal and mulching and all other services relating to tree planting/trimming/removal.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** S208

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
561730	Landscaping Services	\$7 million

**C371 003 --- Pest Control -**

Services include but are not limited to the planning, development, management, operations and maintenance for pest control and removal at or on Federal facilities and/or properties. These services involve applications of pesticides, trapping and/or removal of pests.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** S207

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
561710	Exterminating and Pest Control Services	\$7 million

**C371 004 --- Cemetery Maintenance -**

Includes the complete maintenance of the cemetery and surrounding grounds. Including but not limited to: grounds maintenance; tree trimming/planting/removal; landscaping; raising, setting and aligning headstones; cleaning of headstones; maintenance of pathways, drives, curbs and parking areas; trash removal; maintenance of existing fencing, railing, benches, flag poles, monuments or statues; maintenance of irrigation systems, drainage and water features.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** S208

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
812220	Cemeteries and Crematories	\$19 million

**C541 001 --- Independent Elevator Inspection Services -**

Services include the performance of complete independent inspection and testing of a variety of vertical transportation such as elevators, escalators, dumb waiters, wheelchair lifts, and moving walkways, and include, but are not limited to systems, equipment and components such as hoist way and car doors, guides and operating devices; hoisting machines, sheaves and brakes, motors and motor generator sets; hoisting ropes, governor ropes, safety ropes, compensation ropes, operating cables, governors, safeties, interlock and contacts, guide rails and oiling devices, terminal, slowdown and leveling devices, elevator cars, counterweights, and buffers, machine rooms, hoist ways and pits, automatic and manual emergency fire service (phase I and II) and emergency power operations.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** H335

**Maximum Order :** \$1,000,000

**NAICS**



Number	Description	Business Size
541350	Building Inspection Services	\$7 million

### **C561 001 --- Fire Alarm System Preventative Maintenance and Repair Services -**

Services include but are not limited to the performance inspection, testing, and preventive maintenance or repair of a variety of fire alarm and notification systems, equipment and components such as manual alarm devices, smoke and heat detectors, tamper switches, pressure switches, waterflow switches, remote and graphic annunciators, main fire alarm panel and components, voice alarm system, speakers and horns and other audible and visual devices, wiring circuits and junctions, all other alarm, detection and control and ancillary devices, and emergency power operations.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** J035

**Maximum Order :** \$1,000,000

#### **NAICS**

Number	Description	Business Size
561621	Security Systems Services (except Locksmiths)	\$12.5 million

### **C561 002 --- Water Based Fire Suppression System Preventative Maintenance and Repair Services -**

Services consist of but are not limited to, the performance inspection, testing and preventive maintenance or repair services of all mechanical devices including valves, sprinklers, couplings, piping and connections, water motor gongs and alerting devices, tamper switches, pressure switches, water-flow switches, standpipes, backflow preventers, private fire service mains, pumps and test headers.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** J035

**Maximum Order :** \$1,000,000

#### **NAICS**

Number	Description	Business Size
561621	Security Systems Services (except Locksmiths)	\$12.5 million

### **C801 001 --- Surface Preparation -**

Services related to the preparation for application of chemical compounds to Federal vehicles, machinery and other equipment and Support Training/Consultation Services as they pertain to preparation for and application of chemical compounds to Federal vehicles, machinery and other equipment. THIS SIN DOES NOT COVER PASSENGER CARS, TRUCKS OR BUSES. These services include surface preparation for painting and sealant application on ships, aircraft, VEHICLES and other equipment or machinery surface that requires application of chemical compound, such as paint, sealant, coatings, or adhesives.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** J025

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
811121	Automotive Body, Paint and Interior Repair and Maintenance	\$7 million

**C801 002 --- Application of Chemical Compounds -**

Services involving the application of chemical compounds to federal vehicles, machinery and other equipment and Support Training/ Consultation Services as they pertain to application of chemical compounds to Federal vehicles, machinery and other equipment. THIS SIN DOES NOT COVER PASSENGER CARS, TRUCKS OR BUSES. These services include painting and sealant application on ships, aircraft, VEHICLES and other equipment or machinery

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** J025

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
332812	Metal Coating, Engraving (except Jewelry and Silverware), and Allied Services to Manufacturers	500 employees

**C811 001 --- Elevator and Escalator Preventative Maintenance -**

Services consist of, but are not limited to, the performance of full repair and maintenance services including maintenance or repair of all mechanical devices and lighting, fixtures, ballast, bulbs, lamps, tubes, intercoms, telephone devices, wiring, appurtenances mounted in or on the car, fans, air conditioning units, security systems, lenses switches, lens plates, push buttons, and doors.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** J035

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
332812	Metal Coating, Engraving (except Jewelry and Silverware), and Allied Services to Manufacturers	500 employees

**C811 002 --- Complete Facilities Maintenance -**

This category covers services related to the complete operations, maintenance and repair of

federal facilities and could include green maintenance. The following facilities maintenance services can be ordered as stand-alone or in multiple combinations. Services could include, but are not limited to: Cemetery Maintenance, Laundry Services, Pest control services, Janitorial/custodial services, to include collection and disposal of refuse and collection and disposal of recycle materials, Locksmith services, Plumbing operations & maintenance, Electrical services to include: High/low voltage systems and maintenance and repair of exterior electrical distribution system, Maintenance of energy management control systems (EMCS), Refrigeration maintenance, Elevator inspection and maintenance service, Maintenance of renewable energy systems, Repair of water tanks, Fire alarm system preventive maintenance and repair service, Maintenance support training and consulting services, Telephone maintenance, Fire suppression system preventive maintenance and repair services, Mechanical and operations maintenance & repair of systems to include: HVAC, boilers, chillers, etc., Tree trimming, Grounds maintenance - to include: Snow removal & landscaping, Operation and maintenance of water distribution systems and septic systems. The following services are also available as they relate to the maintaining of a federal facility. These services should be utilized in conjunction with the Schedule 03FAC, 003 97 (Ancillary Repair and Alterations) SIN, and can not be ordered stand-alone: surface paving as it relates to repair of surface areas, roof repair (excluding complete roof replacement), minor carpentry, minor masonry, painting. Note: SIN's 801 001 and 801 002 can also be utilized for industrial, marine and aerospace applications. Note: Recycling and Disposal services apply to both inside and outside facilities waste (e.g. routine refuse collection such as office paper, newspaper, beverage containers, cardboard, packing materials, and lawn and garden waste (could include leaves, branches and plant material). For any other recycling and disposal services, refer to Schedule 899, Environmental Services, SIN 899 5, Materials and Waste Recycling and Disposal Services.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** J035

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
561210	Facilities Support Services	\$35.5 million

**C811 003 --- Complete Facilities Management -**

Services include facilities management and consulting. Services will be management duties including, but not limited to, property and facilities management, planning, scheduling, quality control software support services, and computer and/or facilities management systems. The service will include adequate staff of personnel and alternates as required, with the necessary management expertise to assure performance of the work in accordance with sound and efficient management practices. [For separate SIN requirements not part of integrated facility management systems support such as independent energy management systems, intrusion alarm systems, and guard services, see schedule 84]

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** J035

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
561210	Facilities Support Services	\$35.5 million

**C811 004 --- Electrical, and all Utility Services limited to Facility Maintenance -**

Service includes all labor, materials, tools, equipment and supervision necessary to supply and deliver firm uninterrupted electrical energy, and Utility Services necessary to meet the Government's needs, resulting contracts could be responsible for the operation, maintenance, repair, future upgrades, and future utility system replacements labor, materials, tools, and equipment necessary to own, maintain and operate the utility system(s) shall manage the maintenance, repairs, replacement, etc., of the system(s) to ensure continuous, adequate, and dependable service for each Government or tenant. Including, Electrical, Telephone, Gas and Water Utility Service, Drinking water and Waste Water Services. Procurement of natural gas and/or electricity and other energy related services refer to the Energy Management Schedule.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** J035

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
238210	Electrical Contractors and Other Wiring Installation Contractors	\$14 million

**C811 005 --- Refrigeration, Heating, Ventilation, Air Conditioner, Boiler and Chiller HVAC Maintenance -**

Services related to providing heating and ventilation services. Service could include, but are not limited to, cleaning; air balancing; restoration and de-contamination of HVAC systems or any combination of providing plant equipment; materials; tools; transportation; supervision; labor to perform all repairs; periodic preventative maintenance (PPM); and emergency service work calls to ensure continual operations of refrigeration; heating; ventilation; air conditioner; boiler; Geothermal heat pump systems; renewable energy systems; and boiler and chiller systems.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** J035

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
238220	Plumbing, Heating, and Air-Conditioning Contractors	\$14 million

**C811 006 --- Facilities Maintenance and Management Consulting -**

Facilities consulting services that include, but are not limited to: the development, planning,

facilitation, coordination, documentation, program planning, audits, inspections, evaluations, studies, analyses (including cost), scenarios, reports, policy and regulation development assistance for initiatives in areas of facilities maintenance and management solutions.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** J035

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$7 million

**C812 001 --- Dry Docking Services -**

Service include, but are not limited to the lifting of vessels out of the water for inspection, maintenance and repair of hull surfaces and undocking after completion of work. This includes floating dry docks, graving dry docks, marine railways, vertical lifts, and travel lifts and cranes used in the removal of marine vessels from the water for the performance of inspection, testing, maintenance and repair services. Services include, but are not limited to, providing all provisioning, labor and materials for dry docking operation of a variety of classes of marine vessels.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** J035

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
531120	Lessors of Nonresidential Buildings (except Miniwarehouses)	\$7 million

**C812 002 --- Dockside Maintenance & Repair Services -**

Service include, but are not limited to the lifting of vessels out of the water for inspection, maintenance and repair of hull surfaces and undocking after completion of work. This includes floating dry docks, graving dry docks, marine railways, vertical lifts, and travel lifts and cranes used in the removal of marine vessels from the water for the performance of inspection, testing, maintenance and repair services. Services include, but are not limited to, providing all provisioning, labor and materials for dry docking operation of a variety of classes of marine vessels.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** J035

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
336611	Ship Building and Repairing	1000 employees

**C871 202 --- Energy Management Planning and Strategies -**

A four-phase Comprehensive Energy Management Solution consisting of all four phases of an energy project and could pertain to a variety of energy projects that include, but are not limited to, renewable energy, sustainable energy, and energy efficient buildings certification programs such as LEED.

1. Consulting/Auditing/Energy Management Solutions - The strategic planning, energy assessments e.g. feasibility, vulnerability and other detailed assessments, developing and executing of energy audits, audit plans and energy management solutions.
2. Concept Development and Requirements Analysis - The analysis of the audit results and outlined requirements to design a detailed energy management project concept.
3. Implementation and Change Management - The implementation and integration of more energy efficient practices and systems and training in using them effectively.
4. Measurement and Verification - The performance assessment and measurement of the effectiveness and energy efficiency of the project and can include long term monitoring, verification of savings and benchmarking.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R498

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541618	Other Management Consulting Services	\$7 million

**C871 203 --- Training on Energy Management -**

Including, but not limited to, reducing energy consumption, mitigating risk with energy systems, operating systems efficiently, making energy efficient system choices, and energy efficient buildings certification programs such as LEED.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R498

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
611430	Professional and Management Development Training	\$7 million

**C871 204 --- Metering Services -**

Including, but not limited to, the installation of metering equipment and software used for the collection of data and measurement of energy consumption through electric, gas, water or steam utilities, the utilization of data to ensure energy conservation goals are being met, and allows for the measurement and tracking of the cost effectiveness of energy technology

investments. This could include basic metering services, advanced metering services, maintenance, installation, removal and disposal of new or existing equipment. Security clearances such as HSPD-12 may be required.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R498

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
561990	All Other Support Services	\$7 million

**C871 205 --- Energy Program Support Services -**

Including, but not limited to, billing and management oversight and assistance in preparing energy services related agency statements of work. Energy efficient buildings certification programs such as LEED may be included.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R498

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
561990	All Other Support Services	\$7 million

**C871 206 --- Building Commissioning Services -**

Including, but not limited to, comprehensive building commissioning services on new construction, major modernization projects, and existing energy consuming buildings and facilities designed to ensure the building systems are designed and built to operate as efficiently as possible. This includes re-commissioning and retro-commissioning services. Energy efficient buildings certification programs such as LEED may be included.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R498

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541380	Testing Laboratories	\$12 million

**C871 207 --- Energy Audit Services -**

Including, but not limited to, developing, executing, and reporting on audit plans and/or perform energy and water audit services. Energy audits may range from cursory to

comprehensive. Including, but not limited to data collection, data analysis, benchmarking with tools such as Energy Star, and written recommendations of suggested upgrades of electrical and mechanical infrastructure, including their impact on energy consumption and pollution can include recommendations for using alternative Energy Sources. Energy efficient buildings certification programs such as LEED may be included.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R498

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541330	Engineering Services	\$4.5 million

**C871 208 --- Resource Efficiency Management (REM) -**

Including, but not limited to, providing information on possible steps that will improve energy efficiency. This information shall include estimates of cost savings and environmental benefits. This includes onsite analysis of current operations, equipment, and energy purchasing patterns. This may include the services of a resource efficiency advocate for individual or aggregated building(s) in order to maximize resource efficiency. Energy efficient buildings certification programs such as LEED may be included.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R498

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541618	Other Management Consulting Services	\$7 million

**C871 209 --- Innovations in Energy -**

Innovative approaches to renewable and/or sustainable energy, sustainability services, and energy management technology and services. These might include, but are not limited to, new developments or improvements in providing renewable energy and managing energy through biomass conversion, solar energy, fuel cells, geothermal energy, hydropower (tidal power, wave power, tidal stream power, waterwheels, and hydro electricity), wind power or other sources. These approaches should be capable of providing renewable and/or sustainable energy and sustainability services that are more carbon-neutral, thereby lessening dependence on traditional non-renewable, fossil fuel sources of energy such as coal, oil, natural gas and propane. This could include sustainability and carbon management solutions such as analysis, foot printing, measuring, mitigation, verification and management, training on new energy technologies and systems, life-cycle costing, and maintenance and operational support of renewable energy systems; and the implementation, testing and evaluation of networked energy management systems and services that utilize Internet Protocol - Next Generation (IPv6) enabled systems that are configured using open standards architecture that can include Power over Ethernet (POE) implementation, wireless configurations, data security using



IPSEC or 128 DES Encryption standards, high reliability, NIST compliant, and demonstrated energy efficiencies or cost savings, and are capable of integrating with existing information systems data infrastructure and backbone.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R498

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541330	Engineering Services	\$4.5 million

**C871 210 --- Water Conservation -**

Water Conservation: Services and consulting related to the reduction of water usage, recycling of water for multiple purposes, retention of water, improvement of water quality and water flow. These services can include, but are not limited to, facility water audits, water balance, and water system analysis.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R498

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
238220	Plumbing, Heating, and Air-Conditioning Contractors	\$14 million

**C871 211 --- Energy Consulting Services -**

Contractors shall provide expert advice, assistance, guidance or counseling on energy related projects or initiatives to assist agencies in adhering to energy legislation and policy such as EPACT 2005, Executive Orders 13423 and 13514. Consulting services covered by this SIN include: Energy management or strategy Energy program planning and evaluations Energy related studies, analyses, benchmarking and reporting such as feasibility studies, vulnerability assessments, and energy security Assistance in meeting energy efficient building standards such as Leadership in Energy and Environmental Design (LEED), Green Globes and Energy Star. Advisory services in obtaining alternative financing for energy projects such as Energy Savings Performance Contracts, Power Purchase Agreements or Enhanced Use Leases Consulting on carbon emissions trading programs Consulting on where to obtain renewable energy credits/certificates Consulting on greenhouse gas measurement and management Strategic sustainability performance planning Consulting on obtaining high performance sustainable buildings.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R498

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541690	Other Scientific and Technical Consulting Services	\$7 million

**Group Name: SCHEDULE 36 (OFFICE, IMAGING & DOCUMENT SOLUTIONS) SPECIAL ITEM NUMBERS**

**C51 56 --- Repair of Government-Owned Equipment (all equipment covered under Schedule 36) for equipment not under Maintenance Service Agreement -**

This SIN covers repair of any type of copier equipment offered under this schedule and not covered under a maintenance service agreement. Includes directly related attachments, supplies and accessories.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 3610

**Maximum Order :** \$350,000

**NAICS**

Number	Description	Business Size
333220	Plastics and Rubber Industry Machinery Manufacturing	500 employees
333293	Printing Machinery and Equipment Manufacturing	500 employees

**C51 57 --- Maintenance Service Agreement For Copiers -**

This includes a maintenance service agreement consists of preventative and repair (remedial) services. Preventative consists of those scheduled service calls necessary to maintain the equipment in first-class operating condition (e.g., cleaning, lubricating, adjusting, and replacing parts when needed). Repair (remedial) services consist of those unscheduled service calls necessary for repairs not caused by fire, water, accident, and fluctuations in electrical power or customer abuse. The Maintenance Service Agreement and Repair Service include the cost of labor, transportation, replacement/spare parts, (excluding consumable operating supplies). The greater the distance from the maintenance facility to the user the higher the monthly fees. In the event the Government's equipment requires initial repair or overhaul prior to acceptance by the contractor for coverage under a maintenance service agreement, the charges for such repairs, including replacement parts and labor, and for a complete rebuilding or overhauling of Government's equipment are usually not included in the preventative service agreement.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 3610

**Maximum Order :** \$350,000

**NAICS**

Number	Description	Business Size
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532299	All Other Consumer Goods Rental	\$7 million
532420	Office Machinery and Equipment Rental and Leasing	\$25 million

**C51 58 --- Lease to Ownership Plans (LTOP) Copiers -**

Lease-to-Ownership Plans (LTOP) are intended for customers who want to lease all types of copiers to secure ownership. At the end of the lease period and upon final payment of all charges due, the Title: and the leased equipment is immediately transferred from the contractor to the government customer. The lease rate does not include the cost of maintenance or consumable supplies. Maintenance service is offered under SIN 51 57 Maintenance Service Agreements (Copier).

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 3610

**Maximum Order :** \$350,000

**NAICS**

Number	Description	Business Size
532299	All Other Consumer Goods Rental	\$7 million
532420	Office Machinery and Equipment Rental and Leasing	\$25 million

**C51 58A --- Operating Lease Plan For Copiers -**

This SIN includes Operating Lease plans under SIN 51 58a are applicable to copiers only. An operating Lease plan allows Federal customers to lease the equipment for a monthly rate over a period of time, with NO intent to purchase the equipment at the end of the lease agreement period. Ownership of the asset remains with the lessor. Consumable supplies are available for copier equipment under SIN 51 101 2. Consumable supplies and maintenance service shall be billed as a separate and additional charge.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 3610

**Maximum Order :** \$350,000

**NAICS**

Number	Description	Business Size
532299	All Other Consumer Goods Rental	\$7 million
532420	Office Machinery and Equipment Rental and Leasing	\$25 million

**C51 58B --- Operating Lease Plan - (All Other Products) -**

Operating Lease plans under SIN 51 58b are applicable to all other products (e.g., laboratory imaging systems, mailroom equipment, typewriters, darkroom w/equipment and supplies, network optical systems) under Schedule 36, with the exception of copiers. Operating Lease Plan for copiers are accepted under SIN 51 58a. Operating Lease plan allows Federal customers to lease the equipment for a monthly rate over a period of time, with NO intent to purchase the equipment at the end of the lease agreement period. Ownership of the asset remains with the lessor. Maintenance is not included under this SIN and therefore may be

acquired under SIN 51 57. Consumable supplies are not included under this SIN.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 3610

**Maximum Order :** \$350,000

**NAICS**

Number	Description	Business Size
532299	All Other Consumer Goods Rental	\$7 million
532420	Office Machinery and Equipment Rental and Leasing	\$25 million

**C51 100 --- Copiers -**

Analog, engineering, digital/multifunctional copiers having single-color and/or full-color imaging in both desktop and console configurations. Analog copier has only copying capability. Digital/Multifunctional copiers have capabilities such as copying, printing, faxing, scanning to print/file, and/or facsimile with post finishing solutions connected to individual and network stations with solutions. The Multi-functional digital copier may have integrated functional capabilities or have modular expansion capabilities that permits functional upgrading. Both analog and digital/multifunctional copiers may have image enhancement capabilities (e.g., image magnification, reduction, contrast), paper handling capabilities (e.g., automatic paper selection, multiple paper trays, duplexing, collating), and/or document finishing capabilities (e.g., stapling, folding, punching). Copier speeds vary from under 25 copies per minute to over 100 copies per minute with copying volumes from under 1,000 copies per month to over 450,000 copies per month. Engineering copier also includes both analog and digital copiers (e.g., copiers capable of using transparent originals to produce plain paper, vellum or polyester film copies and capable of copying A to E size drawings. Full color, non-laser copiers, and other non-standard copier equipment (e.g., copy boards and easels) are included. It also includes copy control devices and systems for equipment under this SIN that can be used to limit copier access to authorize users and to record copier usage. The devices include mechanical and electrical copy-controls (e.g., key counters, cartridges, interface kits) and copy-control systems (e.g., central data collection units, and related connection devices as an integrated package). Transparency film is available under SIN 51 101 7 and consumable supplies are available under SIN 51 101 2. This SIN includes directly related attachments, accessories and supplies. Note: Interactive Electronic Whiteboards are offered under SIN 20 300.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 3610

**Maximum Order :** \$350,000

**NAICS**

Number	Description	Business Size
333220	Plastics and Rubber Industry Machinery Manufacturing	500 employees
333293	Printing Machinery and Equipment Manufacturing	500 employees

**C51 100C --- Cost-per-Copy Plan for Copiers (to include Analog, Digital,**

**Multifunctional & Engineer Copiers) -**

This SIN includes cost-per-copy plans; the customer identifies the guaranteed minimum number of copies required per month and the required functional capability of the copier equipment. As necessary to satisfy the customer's requirements, the contractor provides the required copier equipment, including accessories, attachments, copy-control devices and systems, all consumable supplies (except copying paper and transparency films), and full-service maintenance including repair parts. The customer pays a fixed monthly fee based on the customer's guaranteed minimum number of copies per month. For copies over the guaranteed minimum, the customer pays an additional fee for each copy made. NOTE: Offerors shall indicate below the make and model(s) of the copier for each volume band and tier. No limit is place on the number of models entered in the space provided. If additional space is needed, please use a separate page per Volume Band.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 3610

**Maximum Order :** \$350,000

**NAICS**

Number	Description	Business Size
333220	Plastics and Rubber Industry Machinery Manufacturing	500 employees
333293	Printing Machinery and Equipment Manufacturing	500 employees

**C51 100F --- Flat Rate Monthly Fee Copying Plan For Copiers -**

Includes flat-rate monthly-fee plans; the customer identifies the approximate number of copies required per month (i.e., monthly volume level) and the required functional capability of the copier equipment. As necessary to satisfy the customer's requirements, the contractor provides the required copier equipment, accessories, attachments, copy-control devices and systems, all consumable supplies (except copying paper and transparency films), and full maintenance services including repair parts. The customer pays a flat-rate monthly fee for copier, regardless of the number of copies made each month.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 3610

**Maximum Order :** \$350,000

**NAICS**

Number	Description	Business Size
333220	Plastics and Rubber Industry Machinery Manufacturing	500 employees
333293	Printing Machinery and Equipment Manufacturing	500 employees

**C51 101 2 --- Consumable Supplies for Copiers, Computers Printers and Fax Machines -**

includes directly related supplies (e.g., toner developer, dry ink, dry imager, fuser oil and fusing rollers, cleaning blades, pickoff fingers, photoconductors, photoreceptor belts and drums, staples wire, binder material, binder adhesive) for the copier equipment available under 51 100. Other directly related consumable supplies for computer printers and fax machines are

toner, developer, and new manufactured single-and full-color toner cartridges) for laser and inkjet computer printers, fax machines and systems. This SIN does not include copier paper or transparency films for copiers. Transparency films are available under SIN 51 101 7. NO REMANUFACTURED (i.e. DRILL OR FILL TONER WILL BE ACCEPTED)

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 3610

**Maximum Order :** \$350,000

**NAICS**

Number	Description	Business Size
424120	Stationary and Office Supplies Merchant Wholesalers	100 employees

**C51 101 7 --- Transparency Film -**

Includes wide range of transparency film, Xerographic Type, designed for single and color copiers, Thermal Type - designed for different image and background colors (e.g., infrared transparency film and Special Types - Transparency films (excluding xerographic and thermal films) for making special transparencies (e.g., transparency films for use with laser, inkjet, and dot matrix character printers, opaque films, write-on films, and thermal transfer films for use with computer generated graphics for color transparencies). This SIN also includes directly related accessories, attachments (e.g., mounts, and supplies) (SET ASIDE FOR SMALL BUSINESS)

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** Yes

**FSC/PSC Code :** 3610

**Maximum Order :** \$350,000

**NAICS**

Number	Description	Business Size
333315	Photographic and Photocopying Equipment Manufacturing	500 employees

**C51 208 --- Maintenance Service Agreement For all Other Equipment Repair, replacement, and spare parts for equipment other than copiers, including their associated accessories and attachments. -**

A maintenance service agreement consists of preventative and repair (remedial) services. Preventative consists of those scheduled service calls necessary to maintain the equipment in first-class operating condition (e.g., cleaning, lubricating, adjusting, and replacing parts when needed). Repair (remedial) service consist of those unscheduled service calls necessary for repairs not caused by fire, water, accident, fluctuations in electrical power or the customer. The maintenance service agreement includes the cost of labor, replacement parts, and supplies (excluding expendable operating supplies). In the event the Government's equipment requires initial repair or overhaul prior to acceptance by the contractor for coverage under a maintenance service agreement, the charges for such repairs, including replacement parts and labor, will usually not be covered under the initial maintenance service agreement. In addition, charges for labor and replacement parts for complete rebuilding or overhauling of the Government's equipment are usually not included in the maintenance service

agreement.rebuilding or overhauling of the Government's equipment are usually not included in the maintenance service agreement.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 3610

**Maximum Order :** \$350,000

**NAICS**

Number	Description	Business Size
323113	Commercial Screen Printing	500 employees
323114	Quick Printing	500 employees
323115	Digital Printing	500 employees
323119	Other Commercial Printing	500 employees
532299	All Other Consumer Goods Rental	\$7 million
532420	Office Machinery and Equipment Rental and Leasing	\$25 million

**C51 212 --- Post Copying/Finishing Equipment and Supplies -**

This SIN includes paper folding, paper gathering, inserting, collating and finishing, paper cutting and all other related equipment.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 3610

**Maximum Order :** \$350,000

**NAICS**

Number	Description	Business Size
333293	Printing Machinery and Equipment Manufacturing	500 employees

**C51 229 --- Digital Duplicating Equipment -**

Digital duplicators scan original documents and automatically form an intermediate stencil master that transfers liquid ink to the paper to produce the desired number of copies at speeds up to 150+ copies per minute. Digital duplicators are capable of fast, large-size copying runs in single- color and/or full-color. When connected directly to a digital computer for desktop publishing applications, many digital duplicators can operate as high-speed (e.g., 120 copies per minute), high-quality printers capable of producing copies equivalent to those produced on high-speed, laser-quality printers with high resolution prints. Digital duplicators fill the gap between conventional copiers, which are used, for a small number of copies and offset presses, which are used, for a large number of copies. For over 25 copies of each original, the cost per copy using a digital duplicator is usually lower than for copies made using a conventional copier. Includes directly related supplies, accessories and attachments (e.g., cabinets, digital duplicator and color drums, automatic document feeders, edit boards, computer interface high capacity sheet feeders, interface kits, sorters, tape dispensers, and controllers for imaging processing, spirit fluids, spirit correction fluids, masters, black and color inks, job separator colored tape.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 3610

**Maximum Order :** \$350,000

**NAICS**

Number	Description	Business Size
323113	Commercial Screen Printing	500 employees
323114	Quick Printing	500 employees
323115	Digital Printing	500 employees
323119	Other Commercial Printing	500 employees

**C51 409 --- Network, Optical Imaging Systems and Solutions -**

The user will have the capability to search for documents from a variety of sources such as desktop computer, intranet/internet, LAN/WAN. The software will support the user's needs in capturing data in typed print, handprint, mark sense and barcode, electronic data and paper documents into an electronic format in a reliable, secured operating environment. To enable the user to migrate legacy based unstructured paper and electronic data into an electronic document; the contractor will provide the hardware and software. One of more of the following will be provided by the contractor, software/hardware components into medium of choice: Data & Document Capture, Document Imaging, COLD, Document Management, Storage Management, Document Management Scanner, and other related equipment. Document Solutions Additionally, this SIN includes equipment to include solutions for small to medium-size offices to allow the user to capture, file paper documents and retrieve data in seconds. This reduces the cost of storage and key documents and media. This equipment requires no software installation, just plug and play and can be fully access to the Web browser with ease. Document Storage Solutions are designed to deliver and maintain on/off line storage solutions for users who need to present, share, archive and distribute information on CD, DVD, DVRAM and other related mediums. Ideal to work with popular networking protocols including TCP/IP on Ethernet or Wideband network. Other related equipment may be offered. This SIN includes directly related software, accessories, attachments and supplies.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 3610

**Maximum Order :** \$350,000

**NAICS**

Number	Description	Business Size
333315	Photographic and Photocopying Equipment Manufacturing	500 employees

**C51 501 --- Needs Assessment and Analysis Services -**

Needs assessment and analysis services provide professional support in analyzing and developing customer's requirements. Based on the customer's overall objectives, the contractor conducts a comprehensive need assessment and analysis of the customer's current and required capabilities. Based on the assessment and analysis, the contractor develops and provides detailed recommendations in meeting the customer's objectives (e.g., required platforms, operating systems, user interfaces, network support, application software, equipment requirements, specific equipment including application software meeting the requirements,



quantity and location of the required equipment and software, maintenance of the required equipment and software, consumable supplies and replacement items, training, and required processes, procedures, and controls. In addition, the contractor provides recommendations for acquiring a wide spectrum of equipment offered herein (e.g., document management systems, digital cameras, photographic equipment, laboratory imaging systems, mailroom machines and mailmobile delivery systems binding equipment) and services (e.g., purchases, lease (e.g., LTOP and Operating), rentals, conversion of rentals to purchase, leasing, cost-per-copy, flat-rate monthly fee, document production outsourcing, document conversion, educational and training, destruction, litigation), a milestone schedule for acquiring and deploying the recommended equipment including the required training, and the projected costs. Operational management support services are typically used to effectively implement the recommendations contained in a needs assessment and analysis report. NOTE 1: Needs assessment and analysis services are usually employed for complex systems/equipment for which the customer needs professional assistance in acquiring a clearer and more comprehensive understanding of the total requirements (e.g., laboratory imaging system, mailmobile systems, copiers and/or duplicators having multiple and/or unique operational and maintenance requirements which are located in diverse locations), the schedule requirements, and projected risks and costs. NOTE 2: When the contractor conducts a limited review and provides recommendations (i.e., similar to what is normally provided at no cost to commercial and/or government potential customers), then the extensive needs assessment and analysis services available under this SIN would not normally be employed. NOTE: NAAS provides for professional support in analyzing and developing customer requirements. Regardless of the specific approach and strategies described in the technical proposal for each work segment, the work in general shall include consulting services, and other related services. THIS SIN MAY INCLUDE ASSESSMENT SERVICES FOR COMPLIANCE WITH THE REQUIREMENTS OF SECTION 508 OF THE REHABILITATION ACT, WHICH IS AN INITIATIVE TO ENSURE THE ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY TO INDIVIDUALS WITH DISABILITIES AND MAY ALSO INCLUDE SPECIAL SECURITY REQUIREMENTS TO MEET AGENCY S NEEDS.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 3610

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541370	Surveying and Mapping (except Geophysical) Services	\$4.5 million
541611	Administrative Management and General Management Consulting Services	\$7 million

**C51 503 --- Education and Training Support Services -**

Education and training support services provide the customer with a comprehensive knowledge (e.g., operational capabilities, user-training, maintenance training, repair techniques) of products offered herein (e.g., color copiers, computer-enhanced copiers, special-application copiers, multi-functional digital copiers, duplicators, high-speed printers, scanners, digital cameras, software applications, photographic laboratories, shredding machines, mail-mobile delivery systems, media storage, network and optical systems), procedures, processes, and applications. Services may include (e.g., destruction, document conversion, records management and photographic). Training may be offered in various forms: onsite/offsite, CD ROM based training, interactive on-line training. Note: Training of

personnel that is required to be provided at initial installation or during the course of the contract and training that is normally provided by the contractor to commercial and/or government customers (at no additional cost to the customer) is not included.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 3610

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
611519	Other Technical and Trade Schools	\$7 million

**C51 504 --- Records Management Services -**

Record management services provide a comprehensive capability to solve the complex challenges posed by the movement, manipulation, archiving, security, and management of records. The contractor provides professional management and administrative support personnel having the necessary skills to perform effective record management services for both classified and/or unclassified records. The services are provided using either Government or contractor equipment and facilities or a combination of both. The contractor provides those services necessary to meet the following record management objectives using Government equipment and facilities. The Record management objectives are to maintain the existing file room in a manner that permits the easy location, retrieval, and storage of files. File Organization and Maintenance Services - Generally on-site services i.e., organization of files not for storage, tracking of files, information and documents indexing, scanning, labeling, bar-coding and filing.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 3610

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
561210	Facilities Support Services	\$35.5 million

**C51 505 --- Document Production On-site and Off-site Services -**

Document production on-site and off-site services provide customers a practical turn-key solution to a customer's requirements for production of documents. A typical document production service would include the required equipment (e.g., high-volume digital color copiers, scanners) and contractor provided operational and management personnel required for effective on-site/off-site document production. Document production services are available using either contractor provided and installed equipment, using existing Government-owned equipment, or using equipment installed in Government locations under Lease-to-Ownership Plans. In addition, single or multiple shift production operations; consumable supplies (paper and transparencies are usually not included); on-going equipment maintenance; and customized agency reports are included. Negotiated Operational Performance Standards may be jointly developed and included in the purchase order (e.g., job turn-around time, maximum

number of impressions per day or month, document quality expectations, turn-around performance and accuracy.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 3610

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
561210	Facilities Support Services	\$35.5 million

**C51 506 --- Document Conversion Services -**

The process of document conversion involves state-of-the-art scanning of the original document's text and graphic image into digital data, which is then transferred to a new media and formatted for use in a document imaging and storage system. Comprehensive DCS are used to transfer text and graphic images in existing documents (e.g., correspondence, files, technical manuals, land records, charts, engineering drawings, legal instruments, etc.) in whatever media they currently exist (e.g., paper, aperture cards, microfiche, microfilm, roll film, etc.) onto a new delivery/ storage media (e.g., CD-ROM disks, 4mm/8mm magnetic tape, magnetic storage disks, aperture cards, microfiche, microfilm, roll film, etc.) in any required format (e.g., raster images, ASCII text, SGML tagged for electronic distribution or publishing, PDF image files, etc.) required for use in a document imaging and storage system. Customized coding and indexing options are also available as part of the document conversion process.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 3610

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
518210	Data Processing, Hosting, and Related Services	\$25 million

**C51 507 --- Destruction Services -**

Destruction services include both on-site and off-site services of classified and unclassified paper documents, materials and magnetic media. The methods for destruction services may be obtained through these destruction options: shredding (e.g., paper documents, folders, newspapers, catalog, magazines) disintegration (e.g., microfilm, microfiche, ID cards, VHS tapes, audio cassettes, CD ROM, floppy disks, computer tapes and computer hard drives) and incineration (e.g., paper documents, maps, files, envelopes, manuals, newspapers, catalogs, magazines, blue prints).

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 3610

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
561990	All Other Support Services	\$7 million

**C51 508 --- Litigation Support Services -**

Provides professional and nonprofessional services support in the area of managing legal documents. These types of Support Services include but are not limited to document preparations, organizing, copying materials, files, coding and, scanning. Indexing, database development, document analysis, software and systems support. NOTE: Paralegal services, attorneys, accountants, or other professional labor categories that may be construed as legal services or professional support for legal services are not included and will not be procured under this Statement of Work.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 3610

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541110	Offices of Lawyers	\$7 million

**C51 509 --- Network Connectivity Support Services -**

Network Connectivity Support Services must be able to support industry's software applications, network operating systems (e.g., Windows 95, 98, NT, Netware) and other related networks that are compatible to the agency's infrastructure. The qualified personnel, materials, spare parts, tool, hardware/software and network components necessary to perform the service will be provided by the contractor. The capability to support, stand-alone and integrated digital equipment (e.g., digital/multifunctional digital copiers, Photo ID Systems, Mail Management Systems, Network Optical & Imaging Systems and Laboratory Systems) must be provided by the contractor. This will give the users the ability to search, view, access and print documents right from their desktop. The contractor must have the ability to manage and control the agency's network environment. This SIN includes directly related support (e.g., security, telephone/hotline, database, software, maintenance).

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 3610

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
561499	All Other Business Support Services	\$7 million

**C51 B36 2A --- International -**

Includes overseas purchase of copiers, accessories, supplies; rental/lease of copiers/ and

maintenance and repair and other directly related requirements. Includes all directly related accessories, attachments, and supplies.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 3610

**Maximum Order :** \$350,000

**NAICS**

Number	Description	Business Size
333220	Plastics and Rubber Industry Machinery Manufacturing	500 employees
333293	Printing Machinery and Equipment Manufacturing	500 employees

**C733 1 --- Mail Room Management Services -**

As specified in a task order, contractor shall provide daily mailroom administrative services consisting of, but not limited to: accepting incoming mail from USPS and courier services such as UPS and FEDEX; accepts and signs for certified mail, registered mail & overnight mail. Makes distribution of all mail using an Office Roster. Processes outgoing mail, metering flats, letters, packages, etc.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 3610

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
561110	Office Administrative Services	\$7 million

**C733 2 --- Presort Mail -**

Provides all management, supervision, labor, materials, supplies and equipment and shall plan, schedule, coordinate, and assure effective performance of all services described herein. Contractors will be required to provide a minimum of presort mail and barcode services applicable to the postage discount level offered, for domestic First Class Federal Government Mail, for various Federal Agencies in accordance with standard commercial practices and all USPS regulations. Contractors are required to have and continually maintain an USPS Coding Accuracy Support System (CASS) certification.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 3610

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
561499	All Other Business Support Services	\$7 million

**C733 3 --- Miscellaneous Mail Services -**

Provides management, supervision, labor & equipment and plans, schedules, coordinates and assures effective performance of all services described. Consists of preparing/packaging mail, addressing, labeling, folding, inserting, bursting, collating, mail match, wrapping, software services, metering & stamping mail.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 3610

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
561499	All Other Business Support Services	\$7 million

**C733 4 --- List Management Services -**

Consists of data entry, address label printing, lists management, list cleanup and list coding

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 3610

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
561499	All Other Business Support Services	\$7 million

**C733 5 --- Mailroom Ergonomic Analysis Services -**

Provides mailroom ergonomic analysis services that may include, but are not limited to: workflow analyses, studying and improving mailroom processes, productivity studies, task analysis, time & motion studies, determining optimal mailroom layout, site-specific ergonomic training, space planning, and process equipment assessments.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 3610

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$7 million

**C733 6 --- Mail Screening and Inspection Services -**

This Service involves on-site and off-site examination of incoming mail, packages, etc. to

detect any form of contamination (e.g., hazardous materials, chemicals, or explosives). This service includes personnel, materials, equipment, and facility to properly screen and inspect all incoming mail.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 3610

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541330	Engineering Services	\$4.5 million

**Group Name: SCHEDULE 520 (FINANCIAL AND BUSINESS SOLUTIONS) - SPECIAL ITEM NUMBERS**

**C520 1 --- Program Financial Advisor -**

Assist agencies on cross-cutting issues, asset marketability, program development, trust or other monetary fund management/benefit administration, equity monitoring, originations, and addresses any other considerations regarding the acquisition, management and/or resolution of an asset.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R704

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
522310	Mortgage and Nonmortgage Loan Brokers	\$7 million
523110	Investment Banking and Securities Dealing	\$7 million
531210	Offices of Real Estate Agents and Brokers	\$2 million

**C520 2 --- Transaction Specialist -**

Assist agencies in all asset resolution related areas including valuation/pricing, portfolio stratification, restructuring and disposition strategies which best meet agency goals. Make specific recommendations as to the best execution. Conduct a sale or other disposition vehicle. Provide marketing expertise, budget and credit reform analyses.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R704

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
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522310	Mortgage and Nonmortgage Loan Brokers	\$7 million
523110	Investment Banking and Securities Dealing	\$7 million
531210	Offices of Real Estate Agents and Brokers	\$2 million

**C520 3 --- Due Diligence and Support Services -**

Assist agencies in the confirmation and validation of specific elements of an agency's portfolio of assets. Collect and organize data from an agency's files or a third party source, create asset inventory database, provide support for asset sales (e.g., asset valuations, investor war room and asset packaging, and closings), develop quality/information controls.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R704

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$7 million

**C520 4 --- Debt Collection -**

Provide collection services and servicing of defaulted loans which may include borrower negotiations, restructuring, and workout agreements.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R708

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
561440	Collection Agencies	\$7 million

**C520 5 --- Loan Servicing & Asset Management**

Assist agencies in servicing, monitoring and maintaining loan assets which may include establishing loan database, remittance processing, verify and update borrower data, issue forms and correspondence, process loan cancellations and consolidations, billing services, credit bureau reporting, and transfer and discharge loans. Provide servicing of troubled loans which may include borrower negotiations, restructuring, foreclosure and supervision of the sale of the collateral and workout agreements.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R704

**Maximum Order :** \$1,000,000



**NAICS**

Number	Description	Business Size
522310	Mortgage and Nonmortgage Loan Brokers	\$7 million
541611	Administrative Management and General Management Consulting Services	\$7 million

**C520 6 --- Professional Legal Services -**

Assist agencies with the full spectrum of professional legal support required for the resolution, management and/or disposition of assets held by the Federal Government

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R704

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541110	Offices of Lawyers	\$7 million

**C520 7 --- Financial & Performance Audits**

Perform financial statement audits, financial-related audits, performance audits, and contract audits in accordance with Generally Accepted Government Auditing Standards (GAGAS) and non-GAGAS. An independent assessment of an audited entity s a) financial statements in conformity with generally accepted accounting principles, b) financial information, adherence to financial compliance requirements and internal controls, or c) organization or program performance to identify areas for improvement.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R704

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541211	Offices of Certified Public Accountants	\$8.5 million

**C520 8 --- Complementary Audit Services -**

Other services performed by auditors including assist in developing questions for use at hearings, develop methods and approaches in evaluating a new or proposed program and forecast potential program outcomes.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R704

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$7 million

**C520 9 --- Recovery Audits**

Audits performed to recover funds resulting from overpayments, duplicate payments and underpayments. Performed under the authority of Section 354 of the National Defense Authorization Act for FY 96 (Public Law 104-106; 110 Stat. 268; 10 U.S.C. 2461), and Section 388 of the National Defense Authorization Act for FY 98.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R704

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541211	Offices of Certified Public Accountants	\$8.5 million
541219	Other Accounting Services	\$8.5 million

**C520 10 --- Transportation Audits (SMALL BUSINESS SET ASIDE) -**

Perform administrative reviews and rate examinations on prepayment and postpayment transportation bills to ensure accuracy, completeness, and compliance with established rates, tariffs, quotations, agreements, tenders or other applicable rate authority.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** Yes

**FSC/PSC Code :** R704

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541211	Offices of Certified Public Accountants	\$8.5 million
541219	Other Accounting Services	\$8.5 million

**C520 11 --- Accounting -**

Transaction analysis, transaction processing, data analysis and summarization, technical assistance in devising new or revised accounting policies and procedures, classifying accounting transactions, special studies to improve accounting operations

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R704

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541211	Offices of Certified Public Accountants	\$8.5 million
541219	Other Accounting Services	\$8.5 million

**C520 12 --- Budgeting -**

Assess and improve the budget formulation and execution processes, conduct special reviews to resolve budget formulation or budget execution issues, provide technical assistance to improve budget preparation or execution processes.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R704

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541211	Offices of Certified Public Accountants	\$8.5 million
541219	Other Accounting Services	\$8.5 million
541611	Administrative Management and General Management Consulting Services	\$7 million

**C520 13 --- Complementary Financial Management Services -**

Assess and improve financial management systems, financial reporting and analysis, strategic financial planning, financial policy formulation and development. Devise and implement performance measures, conduct special cost studies, perform actuarial services, perform economic and regulatory analysis, assist with financial quality assurance efforts, perform benchmarking.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R704

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$7 million

**C520 14 --- Audit & Financial Training Services (SMALL BUSINESS SET ASIDE) -**

Plan and deliver audit and financial training services including but not limited to course development and instruction required to support audit, review, financial assessment and financial management activities.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No  
**Set Aside:** Yes  
**FSC/PSC Code :** R704  
**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$7 million

**C520 15 --- Outsourcing Recurring Commercial Activities for Financial Management Services -**

Services that an agency identifies as recurring commercial activities which may include billing, payroll processing, application processing, claim processing, grant application management, loan application management, inventory management, and other financial management activities.

**Sales:** \$0  
**Sales Period:** Oct 1, 2009 to Sep 30, 2010  
**Cooperative Purchasing:** No  
**Set Aside:** No  
**FSC/PSC Code :** R704  
**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
524292	Third Party Administration of Insurance and Pension Funds	\$7 million
541214	Payroll Services	\$8.5 million
541219	Other Accounting Services	\$8.5 million

**C520 16 --- Business Information Services -**

Electronic and non-electronic transmission (excluding voice communication) of Consumer Credit Reports, Address Verification Reports, Skip Location Reports, Public Information, Domestic Business Profile, International Business Profile, Mortgage Reports, Supplemental Credit Reference Reports, Bond Rating, Managed Fund Rating, Institutional Ranking, Data Processing (credit/financial) Credit Scoring, Merged Credit Files, Credit Risk Assessment and Miscellaneous Business Information Services. May provide computer software intended for BIS use and customization of reports.

**Sales:** \$0  
**Sales Period:** Oct 1, 2009 to Sep 30, 2010  
**Cooperative Purchasing:** No  
**Set Aside:** No  
**FSC/PSC Code :** R704  
**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
561450	Credit Bureaus	\$7 million

**C520 17 --- Risk Assessment and Mitigation Services -**

Include but are not limited to the following: documentation of disclosure responsibilities for

PII and PHI type information Deployment of risk assessment and mitigation strategies and techniques Improvement of capabilities through the reduction, identification, and mitigation of risks, detailed risk statements, risk explanations and mitigation recommendations, design and development of new business applications, processes, and procedures in response to risk assessments, ensuring compliance with governance and regulatory requirements, evaluation of threats and vulnerabilities to the protection PII and PHI type of information, training of government personnel on how to prevent data breaches and identity theft, information assurance of PII and PHI type information, vulnerability assessments, privacy impact and policy assessments, review and creation of privacy and safeguarding policies, prioritization of threats, maintenance and demonstration of compliance, evaluation and analysis of internal controls critical to the detection and elimination of weaknesses to the protection of PII and PHI type of information.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R704

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541990	All Other Professional, Scientific and Technical Services	\$7 million

**C520 18 --- Independent Risk Analysis -**

Independent Risk Analysis includes a review of all information compromised by a data breach for trends and unusual patterns. The circumstances surrounding the breach are investigated to determine whether it appears to be incidental, accidental or targeted. The breached data itself is analyzed to determine if there is any current evidence of organized misuse. The analysis ultimately provides a determination as to the probability that breached data may be used to harm the individuals whose data has been compromised. The tasks involved in independent risk analysis include but are not limited to the following: monitoring of multiple data elements and sources, metadata analysis, pattern analysis, risk analysis, privacy impact analysis, statistical analysis, data structure development, notification services, probability analysis, that breached data has been used to cause harm, determination of the level of risk for potential misuse of sensitive PII and PHI type of information, certification of findings regarding misuse of compromised data, investigation of circumstances surrounding breach, including digital forensic analysis, collection of

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R704

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
561611	Investigation Services	\$12.5 million

**C520 19 --- Data Breach Analysis -**

includes the monitoring and detection of breached identities and PII and PHI type of

information across multiple industries in order to detect patterns of misuse related to a specific data loss. The breached files are continuously monitored over a period of weeks, months, or years. It can provide the locations of potential misuse for further law enforcement action, as well as a listing of consumers likely to be fraud victims. The tasks involved include but are not limited to the following: monitoring of multiple non-credit data elements and sources, fraud detection and protection solutions, fraud resolution and assistance for affected individuals, fraud alerts, corrective actions, notification services, identity theft insurance (as allowed by applicable State statutes), Social Security Number monitoring and credit card monitoring.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R704

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
561611	Investigation Services	\$12.5 million

**C520 20 --- Comprehensive Protection Solutions -**

allows for customized solutions that integrate the services found under SINs 520 16 Business Information Services (Credit Monitoring Services), 520 17 Risk Assessment and Mitigation Services, 520 18 Independent Risk Analysis and 520 19 Data Breach Analysis. This SIN CANNOT be used to fulfill requirements that only fall within the scope of one of the other four SINs. It may only be used to fulfill agency requirements that span across multiple SINs.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R704

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541990	All Other Professional, Scientific and Technical Services	\$7 million

**C520 21 --- Program Management Services -**

encompasses the management of financial and business solutions programs and projects and includes but is not limited to program management, program oversight, project management and program integration of a limited duration. A variety of functions may be utilized to support program integration or project management tasks.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R704

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
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541611	Administrative Management and General Management Consulting Services	\$7 million
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**C520 22 --- Grants Management Support Services -**

Support and assist federal grants management personnel in all phases of the grants management process including but not limited to assessing compliance of grantees business and financial management systems, assisting awarding agencies in ensuring grantees responsible and accountable use of grant funds, assisting with ensuring that grantees performance is in full compliance with grant requirements, assisting government Grants Management Officers, Grant Management Specialists, and other grants management personnel, advising government personnel in managing Grant Financial Management systems, managing the project period of performance schedule, evaluating on-going status reports, final reports, and other deliverable products required under the grant program, and assisting in grant close-out procedures.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R703

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$7 million

**Group Name: SCHEDULE 541 (ADVERTISING & INTEGRATED MARKETING SOLUTIONS) SPECIAL ITEM NUMBERS****C541 1 --- Advertising Services -**

Services provided under this SIN will promote public awareness of an agency's mission and initiatives, enable public understanding of complex technical and social issues, disseminate information to industry and consumer advocacy groups and engage in recruitment campaigns. Services include, but are not limited to the following components: advertising objective determination, message decision/creation, media selection, outdoor marketing and media services, broadcast media (radio, TV and public service announcements), direct mail services, media planning, media placement services, advertising evaluation, related activities to advertising services.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R701

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541810	Advertising Agencies	\$7 million

**C541 2 --- Public Relations Services -**

Services include, but are not limited to: providing customized media and public relation services such as the development of media messages and strategies; providing recommendations of media sources for placement of campaigns; preparing media materials such as: background materials, press releases, speeches and presentations and press kits. Other related services may fall under the following categories: executing media programs, conducting press conferences, scheduling broadcast and/or print interviews, press, public relations and crisis communications, media training: training of agency personnel to deal with media and media responsesMedia alertsPress clipping servicesRelated activities to public relations services.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R701

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541820	Public Relations Agencies	\$7 million

**C541 3 --- Web Based Marketing Services (Small Business Set-Aside) -**

Develop strategies for an agency to provide the maximum use of their Internet capabilities. Typical tasks may involve the consultation, development and implementation of the following web based tasks:Website design and maintenance servicesSearch engine developmentE-mail marketingInteractive marketingWeb based trainingWeb castingVideo conferencing via the web, Section 508 compliance, including captioning services, on-line media management, related activities to web based marketing servicesMedia will also be provided in a format that is compatible with the ordering agency's software requirements. Continual website updates and maintenance may also be required.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** Yes

**FSC/PSC Code :** R701

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541511	Custom Computer Programming Services	\$25 million

**C541 4A --- Market Research and Analysis -**

Services include, but are not limited to: Customizing strategic marketing plans, Branding initiatives, Creating public awareness of products, services, and issues Targeting market identification and analysis, Establishing measurable marketing objectives; determining market trends and conditions; identifying and implementing appropriate strategies, Conducting focus groups, telemarketing, individual interviews, preparing/distributing surveys, and compiling/analyzing results, Establishing call centers (in relation to services provided under this schedule)



**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R701

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541910	Marketing Research and Public Opinion Polling	\$7 million

**C541 4B --- Video/Film Production -**

Videotape and film production services will be provided to inform the public and Government agencies about the latest products, services, and/or issues in various outputs such as: industry standard formats, CD-ROM, DVD and video streaming development. Filming in studios, on location, live shows, or events may also be required. Examples of services include, but are not limited to: Writing, Directing, Shooting, Arranging for talent/animation, Narration, Music and sound effects, Duplication, Distribution, Video scoring, Editing

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R701

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
512110	Motion Picture and Video Production	\$29.5 million

**C541 4C --- Exhibit Design and Implementation Services -**

Making all necessary arrangements for exhibits in various venues (museums, malls, tradeshow, etc.) may be required. The key components within the category include, but are not limited to: Conceptualizing, designing and producing exhibits and their accompanying materials Providing and/or making recommendations for carpet and padding installation for exhibit property Preview set-up and dismantling of exhibit property Cleaning, prepping, and storing exhibit property for future use Shipping exhibit property to and from designated site(s) Media illumination services

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R701

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541850	Display Advertising	\$7 million

**C541 4D --- Conference, Events and Tradeshow Planning Services (Small**

**Business Set-Aside) -**

Services include the making of all necessary arrangements for conferences, seminars and trade shows. Event-marketing services may include but are not limited to the following services for a show, event and/or booth: Project ManagementCoordination and implementation of third party participationCollection management of third party payment for participation liaison, support with venue, audiovisual and information technology support, Topic and speaker identificationSite location researchReservation of facilitiesOn-site meeting and registration support, editorial services, automation and telecommunications support, design and editing productions, mailing and other communication with attendees including pre-post meeting mailings/travel support and computer database creation.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** Yes

**FSC/PSC Code :** R701

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
561920	Convention and Trade Show Organizers	\$7 million

**C541 4E --- Commercial Photography Services (Small Business Set-Aside) -**

Photography services under this SIN may be used for commercial advertisements and/or illustrations that will appear in books, magazines, and/or other media. Services may include but are not limited to: Black and white, color photography, Digital photography, Aerial, photography, Architectural photography, Still photographs, Field and studio, photography, Related services such as photo editing and high-resolution scans.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** Yes

**FSC/PSC Code :** R701

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541922	Commercial Photography	\$7 million

**C541 4F --- Commercial Art and Graphic Design Services (Small Business Set-Aside) -**

Commercial art, graphic design, and special effects that educate the consumer market about a product or service, may be required along with updating, rewriting, and/or editing materials. Types of services may include, but are not limited to:Developing conceptual design and layouts Providing copywriting and technical writing servicesCreating sketches, drawings, publication designs, and typographic layoutsFurnishing custom or stock artwork (including electronic artwork)

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** Yes**FSC/PSC Code :** R701**Maximum Order :** \$1,000,000**NAICS**

Number	Description	Business Size
541430	Graphic Design Services	\$7 million

**C541 4G --- Challenges and Competition Services**

Service is to market and advertise for responses from the public to a challenge by a customer.

The challenge may be to identify a solution to a particular problem or earn a reward for accomplishing a particular goal. Prizes or other incentives may be offered by federal agencies to find innovative or cost-effective solutions to improving open government. Solutions may be ideas, design, proofs of concept, or finished products.

**Sales:** \$0**Sales Period:** Oct 1, 2009 to Sep 30, 2010**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** R701**Maximum Order :** \$0**NAICS**

Number	Description	Business Size
541613	Marketing Consulting Services	\$7 million

**C541 5 --- Integrated Marketing Services -**

This SIN will be used to offer a complete solution that integrates various services found under the other SINs. Services required under this SIN may include the creation of comprehensive solutions using strategically targeted marketing plans that include full service execution of media planning and creative multimedia campaigns. These comprehensive solutions include services available separately under: 541-1 Advertising, 541-2 Public Relations, 541-3 Web Based Marketing, and 541-4 Specialized Marketing. Contractors must have the capabilities to provide services identified within all Special Item Numbers. NOTE: SIN 541-5 may not be used to fulfill individual requirements that are covered separately by other SINs in this schedule. SIN 541-5 may only be used to fulfill comprehensive agency requirements that span multiple service offerings from the schedule.

**Sales:** \$0**Sales Period:** Oct 1, 2009 to Sep 30, 2010**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** R701**Maximum Order :** \$1,000,000**NAICS**

Number	Description	Business Size
541613	Marketing Consulting Services	\$7 million

**C541 1000 --- Other Direct Costs (ODCs) are expenses other than labor hours -**

All ODCs proposed must be directly related to a service being offered under the "Advertising

& Integrated Marketing Solutions (AIMS) portion of this Schedule only and can only be purchased in conjunction with the Schedule service. Possible ODCs may include items such as audio/visual equipment, facility rental, commercial production, media costs, booth space rental, etc.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R701

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541810	Advertising Agencies	\$7 million

**C541 2000 --- Other Direct Costs (ODCs) are expenses other than labor hours (Small Business Set-Aside) -**

All ODCs proposed must be directly related to a service being offered under the "Advertising & Integrated Marketing Solutions (AIMS) portion of this Schedule only and can only be purchased in conjunction with the Schedule service. Possible ODCs may include items such as audio/visual equipment, facility rental, commercial production, media costs, booth space rental, etc.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R701

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541810	Advertising Agencies	\$7 million

**Group Name: SCHEDULE 70 (INFORMATION TECHNOLOGY)  
SPECIAL ITEM NUMBERS**

**C132 3 --- Leasing of Products SUBJECT TO COOPERATIVE PURCHASING**

Includes leasing of hardware and software (in support of) hardware.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** W070

**Maximum Order :** \$500,000

**NAICS**

Number	Description	Business Size
532420	Office Machinery and Equipment Rental and Leasing	\$25 million

**C132 4 --- Daily/Short Term Rental SUBJECT TO COOPERATIVE PURCHASING -**

Daily or Short Term Rental of Information Technology Equipment is from one day to 365 days.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** W070

**Maximum Order :** \$500,000

**NAICS**

Number	Description	Business Size
532420	Office Machinery and Equipment Rental and Leasing	\$25 million

**C132 8 --- Purchase Of New Equipment - SUBJECT TO COOPERATIVE PURCHASING**

Includes telephone equipment, audio and video teleconferencing equipment, communications security equipment, facsimile equipment, broadcast band radio, two-way radio, microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, pagers and public address systems, communications equipment cables, fiber optic cables, fiber optic cables and harnesses, coaxial cables, desktop computers, professional workstations, servers, laptop/portable/notebook computers, large scale computers, optical/imaging systems, other systems, printers, displays, graphics (light pens, digitizers, touch screens), network equipment, other communications equipment, optical recognition input/output ( I/O) devices, storage devices, other I/O and storage devices, ADP support equipment, microcomputer control devices, telephone answering, voice messaging systems, ADP boards, installation of ADP equipment, and installation of telephone equipment. NOTE: Vendors offering New Equipment under SIN 132-8 are required to provide maintenance service and/or repair service and repair parts, in accordance with normal industry practices, for the type of equipment offered, for the Scope of the Contract (i.e., at minimum, the 48 contiguous states and the District of Columbia).

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 7010

**Maximum Order :** \$500,000

**NAICS**

Number	Description	Business Size
334111	Electronic Computer Manufacturing	1000 employees
334112	Computer Storage Device Manufacturing	1000 employees
334113	Computer Terminal Manufacturing	1000 employees
334119	Other Computer Peripheral Equipment Manufacturing	1000 employees
334210	Telephone Apparatus Manufacturing	1000 employees
334220	Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing	750 employees
334290	Other Communications Equipment Manufacturing	750 employees

334511	Search, Detection, Navigation, Guidance, Aeronautical, and Nautical System and Instrument Manufacturing	750 employees
443120	Computer and Software Stores	\$25.5 million

### **C132 9 --- Purchase of Used or Refurbished Equipment - SUBJECT TO COOPERATIVE PURCHASING**

Includes the following used or refurbished equipment: telephone equipment, audio and video teleconferencing equipment, communications security equipment, facsimile equipment, broadcast band radio, two-way radio, microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, pagers and public address systems, communications equipment cables, fiber optic cables, fiber optic cables and harnesses, coaxial cables, desktop computers, professional workstations, servers, laptop/portable/notebook computers, large scale computers, optical/imaging systems, other systems, printers, displays, graphics (light pens, digitizers, touch screens), network equipment, other communications equipment, optical recognition input/output (I/O) devices, storage devices, other I/O and storage devices, ADP support equipment, microcomputer control devices, telephone answering, voice messaging systems, ADP boards, installation of used or refurbished ADP equipment, and installation of used or refurbished telephone equipment. NOTE: Vendors offering Used or Refurbished Equipment under SIN 132-9 are required to provide maintenance service and/or repair service and repair parts, in accordance with normal industry practices, for the type of equipment offered, for the Scope of the Contract (i.e., at minimum, the 48 contiguous states and the District of Columbia). Used or Refurbished equipment offered under SIN 132-9 must be clearly identified as being used or refurbished in GSA Pricelist pricing charts, GSA Advantage product descriptions, and in any response to a customer Request for Quote (RFQ) or request for information (RFI).

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 7010

**Maximum Order :** \$500,000

#### **NAICS**

<b>Number</b>	<b>Description</b>	<b>Business Size</b>
334111	Electronic Computer Manufacturing	1000 employees
334112	Computer Storage Device Manufacturing	1000 employees
334113	Computer Terminal Manufacturing	1000 employees
334119	Other Computer Peripheral Equipment Manufacturing	1000 employees
334210	Telephone Apparatus Manufacturing	1000 employees
334220	Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing	750 employees
334290	Other Communications Equipment Manufacturing	750 employees
334511	Search, Detection, Navigation, Guidance, Aeronautical, and Nautical System and Instrument Manufacturing	750 employees
443120	Computer and Software Stores	\$25.5 million

### **C132 12 --- Equipment Maintenance - SUBJECT TO COOPERATIVE PURCHASING**

Maintenance, Repair Service, and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, Radio/Telephone Equipment, (After Expiration of Guarantee/Warranty Provisions and/or When Required Service Is Not

Covered by Guarantee/Warranty Provisions) and for Leased Equipment.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** J070

**Maximum Order :** \$500,000

**NAICS**

Number	Description	Business Size
811212	Computer and Office Machine Repair and Maintenance	\$25 million
811219	Other Electronic and Precision Equipment Repair and Maintenance	\$19 million

**C132 32 --- Term Software License - SUBJECT TO COOPERATIVE PURCHASING**

Includes operating system software, application software, EDI translation and mapping software, enabled E-Mail message based products, Internet software, database management programs, and other software. Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user s self diagnostics. Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service under SIN 132.34 Software Maintenance. Software Maintenance as a product is billed at the time of purchase. NOTE: The word "Term" is defined in this Solicitation "a limited period of time".

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 7030

**Maximum Order :** \$500,000

**NAICS**

Number	Description	Business Size
443120	Computer and Software Stores	\$25.5 million
511210	Software Publishers	\$25 million
541519	Other Computer Related Services	\$25 million

**C132 33 --- Perpetual Software License - SUBJECT TO COOPERATIVE PURCHASING -**

Includes operating system software, application software, EDI translation and mapping software, enabled E-mail message based products, Internet software, database management programs, and other software. Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and

FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user s self diagnostics. Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service under SIN 132.34 Software Maintenance as a Service. Software Maintenance as a product is billed at the time of purchase. NOTE: The word "Perpetual" is defined in this Solicitation as "continuing forever, everlasting, valid foR all time".

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 7030

**Maximum Order :** \$500,000

**NAICS**

Number	Description	Business Size
443120	Computer and Software Stores	\$25.5 million
511210	Software Publishers	\$25 million
541519	Other Computer Related Services	\$25 million

**C132 34 --- Maintenance of Software as a Service - SUBJECT TO COOPERATIVE PURCHASING -**

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** J070

**Maximum Order :** \$500,000

**NAICS**

Number	Description	Business Size
511210	Software Publishers	\$25 million
541511	Custom Computer Programming Services	\$25 million
541519	Other Computer Related Services	\$25 million

**C132 50 --- Training Courses - SUBJECT TO COOPERATIVE PURCHASING -**

Includes training. NOTE: This SIN can only be used to offer Information Technology Training Courses.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** Yes

**Set Aside:** No



**FSC/PSC Code :** U012**Maximum Order :** \$500,000**NAICS**

Number	Description	Business Size
611420	Computer Training	\$7 million

**C132 51 --- Information Technology Professional Services SUBJECT TO COOPERATIVE PURCHASING**

Includes resources and facilities management, database planning and design, systems analysis and design, network services, programming, conversion and implementation support, network services project management, data/records management, and other services relevant to 29CFR541.400.

**Sales:** \$0**Sales Period:** Oct 1, 2009 to Sep 30, 2010**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** D399**Maximum Order :** \$500,000**NAICS**

Number	Description	Business Size
541511	Custom Computer Programming Services	\$25 million
541512	Computer Systems Design Services	\$25 million
541513	Computer Facilities Management Services	\$25 million
541519	Other Computer Related Services	\$25 million

**C132 52 --- Electronic Commerce and Subscription Services SUBJECT TO COOPERATIVE PURCHASING**

Includes value added network services, e-mail services, Internet access services, electronic subscription services, data transmission services, and emerging electronic commerce technologies.

**Sales:** \$0**Sales Period:** Oct 1, 2009 to Sep 30, 2010**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** D304**Maximum Order :** \$500,000**NAICS**

Number	Description	Business Size
454112	Electronic Auctions	\$35.5 million
517110	Wired Telecommunications Carriers	1500 employees
517911	Telecommunications Resellers	1500 employees
517919	All Other Telecommunications	\$25 million
518210	Data Processing, Hosting, and Related Services	\$25 million
519130	Internet Publishing and Broadcasting and Web Search Portals	500 employees
541519	Other Computer Related Services	\$25 million

**C132 53 --- Wireless Services - SUBJECT TO COOPERATIVE**

**PURCHASING -**

Wireless Services, including but not limited to Wireless Telecommunications Carriers and Telecommunication Resellers.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** D304

**Maximum Order :** \$500,000

**NAICS**

Number	Description	Business Size
517210	Wireless Telecommunications Carriers (except Satellite)	1500 employees
517911	Telecommunications Resellers	1500 employees
517919	All Other Telecommunications	\$25 million
541519	Other Computer Related Services	\$25 million

**Group Name: SCHEDULE 738 PARTS II (LANGUAGE SERVICES)  
SPECIAL ITEM NUMBERS****C382 1 --- TRANSLATION SERVICES -**

Services include the translation of written, electronic and multi-media material to and from English and native Foreign languages. Materials include but are not limited to: Business, Legal, Medical, Technical, Documents, Braille, Software, Website localization for Internet and Intranet, Video subtitling, captioning, and Transcriptions for Title III Monitoring. Client consultation and Project management services include translation formatting, proofreading, text adaptation, editing, graphic design, and desktop publishing.

NOTE: Transcription of documents in Braille, and captioning services, are now covered under SIN C382-5, Services for the Visually and Hearing Impaired. Transcription of Title III documents, when part of a Title III monitoring and intercept project, is now covered under SIN C382-4, Comprehensive Linguistic Analytical Support Services.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R608

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541930	Translation and Interpretation Services	\$7 million

**C382 2 --- Intrepretation Services -**

Services include the interpretation of oral communication to and from English and native Foreign Languages. Interpretation includes but is not limited to: Simultaneous, Consecutive, Escort, Community, Telephonic and Voiceovers. Interpreter forums may include meetings, conferences, seminars, litigation, briefings, training. Client consultation and project management services provided for scheduling, assignment and logistical coordination of

linguist support.

NOTE: Interpretation services for linguists with security clearances and that fall within the scope of SIN C382-4 are excluded.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R608

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541930	Translation and Interpretation Services	\$7 million

**C382 3 --- Training and Educational Materials -**

Services include customized or standardized off-the-shelf Foreign Language training courses at on and off site locations in classroom, private, semi-private, tutorial and in-country immersion forums. Instructional training for various language proficiency levels and testing is included. Educational material in publication, software, audio and video formats may be provided.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R608

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541930	Translation and Interpretation Services	\$7 million

**C382 4 --- Comprehensive Linguistic Analytical Support Services -**

Comprehensive Language Services in support of local, national, or global requirements that support the missions of military, law enforcement, homeland and national security organizations among others. Services include but are not limited to: Collecting, translating/interpreting and delivering mission related data; performing data analysis; cultural consulting; role-playing; Title III monitoring and intercepts; interview support, preparing related reports and assessments; forensic processing; screening/gisting; related project/program management and control for linguist screening and, recruitment; logistical coordination; site supervision and quality control of all related services. Linguists with security clearances are included in the above mentioned services. Services provided under this SIN must include communication from a source language to a target language.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R608

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541930	Translation and Interpretation Services	\$7 million

**C382 5 --- Services for the Visual and Hearing Impaired -**

Services under this SIN enhance the accessibility and availability of the spoken and written word by those who are visually and/or hearing impaired. Sign Language Services include ASL/English, Manually Coded English, Pigeon Signed English (PSE), Contact Sign, International Sign Other services include Closed Captioning, Voice-overs, Textbook or Audio Script Translation, Website (HTML) and Online Document Translation with typesetting services, Telephone Services (TDD and TTY), Close-Captioning, Deaf Interpreting, Tactile, and Cued English Transliteration. Braille, Text Adaptation, and Section 508 Compliant Language Services are also provided under this SIN. Products may be offered under this SIN that compliment the services outlined to provide a total solution for full accessibility of all forms of communication.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R608

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541930	Translation and Interpretation Services	\$7 million

**Group Name: SCHEDULE 738X (HUMAN RESOURCES & EQUAL EMPLOYMENT OPPORTUNITY SERVICES) SINS**

**C595 21 --- Human Resource -**

Services may include, but are not limited to, providing support in the functions of planning, recruitment and internal placement, position classification, personnel actions, training, employee relations, outplacement, function review/integration services and worker's compensation.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R799

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$7 million
541612	Human Resources Consulting Services	\$7 million
561611	Investigation Services	\$12.5 million
611430	Professional and Management Development Training	\$7 million
624190	Other Individual and Family Services	\$7 million

**C595 25 --- EEO Services -**

EEO Services may include but are not limited to providing investigation of Discrimination Complaints and Preparation of Reports of Investigation (includes individual Case/consolidated Case-One or Additional Issues, Continuing Violation, On-Line Reporting System, Additional Copies of Investigation Reports). Preparation of an Analysis and Recommended Final Agency Decision (FAD) in Discrimination Complaints, Inquiry, Resolution Attempt, and Preparation of an analysis and Recommended Final Agency Decision (FAD) on Allegations of Noncompliance With Settlement Agreements or Final Decisions, Resolution Attempt and Report of Inquiry Regarding Notices of Intent to Sue under Age Discrimination in Employment Act of 1967, as Amended, Alternative Dispute Resolution, Reference Materials relating to equal opportunity programs, EEO training and Consulting, EEO counseling (Individual and Class Complaint).

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R499

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$7 million
561410	Document Preparation Services	\$7 million
561611	Investigation Services	\$12.5 million

**C595 27 --- HR Support: Pre-Employment Background Investigations -**

A variety of timely pre-employment background investigations for persons seeking Federal Government employment are provided. Examples of Pre-Employment Screening support include but are not limited to: Provide background investigations (background checks) for potential or existing employees in accordance with applicable Federal, State and local regulations. Examples include: Verification of previous employers; salary histories; criminal records checks; education verification; and credit history checks. All investigative activities must be conducted in compliance with the Fair Credit Report Act as amended. Upon request, investigative services offered include Local Agency Check (LAC), National Agency Check with Local Agency Checks and credit checks (NACLC), Single Scope Background Investigations (SSBI), SSBI - Periodic Reinvestigation (SSBI-PR) and Misconduct Investigations (SSBI-MI). These investigative services can support the authorized Department/Agencies in acquiring Reports of Investigation (ROI) in areas of public trust, national security and suitability investigations conducted by the Federal Government in compliance with appropriate sections of the United States Code (i.e. Title 5, Title 15), Executive Orders and requesting Department/Agency Directives, Policies and Procedures. Service providers must operate from a facility approved in accordance with the provisions of the National Industrial Security Program Operating Manual (NISPOM). Investigative Support Personnel and the Field Investigator staff must have active security clearances to the appropriate level as required by the customer Agency/ Department. These investigations may include, but are not limited to: absence without leave and attendance irregularities; conducting personal business during the duty hours; fighting, threatening, harassing, or abusing co-workers, supervisors, or the public; refusal or failure to follow lawful instructions or procedures; insubordination or neglect of duty; misuse of government vehicles, facilities,

personnel, or equipment; falsification of employment applications or other government documents; alcohol or drug abuse; violations of employee ethical conduct standards.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R499

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
561611	Investigation Services	\$12.5 million

**C595 28 --- HR Support: Social Services -**

Contractor provides essential personal support services. It provides full range of human resources employee assistance and related social services including, but not limited to traditional EAP, vocational/rehabilitation and physical /occupational therapy and outpatient services, personal, child/youth and family support services, emergency response and relief social services, community-based civic social services and social advocacy (personal care, daycare, religious and human rights consulting support) educational and public health program administration, service registries (employment, ship crew, daycare, etc), veterans readjustment, benefit/compensation, consultation in the areas of individual and family personal, business, financial enhancement. Provide advice, training, and counseling in selfimprovement, health and wellness training, stress management, family situations, substance abuse and legal consultation. Services may be short or long term, bundled or unbundled.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R799

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541110	Offices of Lawyers	\$7 million
541611	Administrative Management and General Management Consulting Services	\$7 million
541612	Human Resources Consulting Services	\$7 million
561311	Employment Placement Agencies	\$7 million
621410	Family Planning Centers	\$10 million
621420	Outpatient Mental Health and Substance Abuse Centers	\$10 million
624230	Emergency and Other Relief Services	\$7 million
624310	Vocational Rehabilitation Services	\$7 million
624410	Child Day Care Services	\$7 million
713940	Fitness and Recreational Sports Centers	\$7 million
812191	Diet and Weight Reducing Centers	\$19 million
812210	Funeral Homes and Funeral Services	\$7 million
813110	Religious Organizations	\$7 million
813311	Human Rights Organizations	\$25.5 million
813410	Civic and Social Organizations	\$7 million

923110	ADMINISTRATION OF EDUCATION PROGRAMS	Not available
923120	ADMINISTRATION OF PUBLIC HEALTH PROGRAMS	Not available
923130	ADMINISTRATION OF HUMAN RESOURCE PROGRAMS (EXCEPT EDUCATION, PUBLIC HEALTH, AND VETERANS' AFFAIRS PROGRAMS)	Not available

## Group Name: SCHEDULE 76 (PUBLICATION MEDIA) SPECIAL ITEM NUMBERS

### C760 1 --- Books and Pamphlets -

Includes books: geography, medical, technical and childrens', dictionaries, encyclopedias, almanacs, atlases, globes, maps, instructional pamphlets, internet desk references and thesauruses.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7610

**Maximum Order :** \$1,000,000

#### NAICS

Number	Description	Business Size
511130	Book Publishers	500 employees

### C760 2 --- Periodicals, Subscription Services -

Includes tax, reporting and aviation periodicals, law books, credit reference publications, medical, business, technical standards/ specification databases. Also includes software publishers, newspapers, internet publications, and wholesalers.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7630

**Maximum Order :** \$1,000,000

#### NAICS

Number	Description	Business Size
511120	Periodical Publishers	500 employees

### C760 3 --- Editorial, Publishing, and Library Media Services -

This SIN provides for the acquisition of professional support services in the publishing of print and electronically published media and communication documents, books, research studies, and general manuscript preparation but excluding any advertising, marketing or public relations materials. The professional services include but are not limited to: editing, writing, proofreading, researching, indexing, copywriting, fact-checking, document formatting, sub-titling, and mapping. Administrative services include: archiving and library management services; e-publishing, digital-on-demand publishing, mail list and directory preparation, print and digital publishing workflow solutions, library media access website design and

maintenance, print and digital archive asset and inventory management and document security. Services are limited to publishing, editing and library media services and not content creation.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** T099

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
511199	All Other Publishers	500 employees
561110	Office Administrative Services	\$7 million

**C760 4 --- On-Line Book Selling and Associated Items -**

Includes periodicals on economics, education, literature, management and computer reference manuals.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7610

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
454111	Electronic Shopping	\$30 million

**C760 5 --- Lending Library Services -**

Includes periodicals on economics, education, literature, management and computer reference

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R605

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
519120	Libraries and Archives	\$7 million

**C760 6 --- Entertainment, News, and Library Media -**

Off-the-Shelf licensed and un-licensed broadcast and multi-media programming, news and information media (theatrical and non-theatrical) delivered in variety of modes including primarily electronic subscription, print, wireless broadcast including satellite; cable broadcast, Low-Power TV; and the multi-media and Digital storage formats such as tape, CD ROM, DVD and emerging technologies such as Talk Book and I-Pod. Off-the-shelf pre-recorded or produced product content includes but is not limited to: entertainment, business, news,



educational, financial, recreational, scientific and technical, medical, legal programming..

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7690

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
519110	News Syndicates	\$7 million
519120	Libraries and Archives	\$7 million
711310	Promoters of Performing Arts, Sports and Similar Events with Facilities	\$7 million

**Group Name: SCHEDULE 871 (PROFESSIONAL ENGINEERING SERVICES) SPECIAL ITEM NUMBERS**

**C871 1 --- Strategic Planning for Technology Programs/Activities -**

Services required under this SIN involve the definition and interpretation of high level organizational engineering performance requirements such as projects, systems, missions, etc., and the objectives and approaches to their achievement. Typical associated tasks include, but are not limited to an analysis of mission, program goals and objectives, requirements analysis, organizational performance assessment, special studies and analysis, training, and consulting. Example: The evaluation and preliminary definition of new and/or improved performance goals for navigation satellites such as launch procedures and costs, multi-user capability, useful service life, accuracy and resistance to natural and man made electronic interference. Contractors are awarded one or more of the following primary engineering disciplines (PEDs) under this Special Item Number: Chemical Engineering (CE) Civil Engineering (CI) Electrical Engineering (EE) Mechanical Engineering (ME)

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R425

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541330	Engineering Services	\$4.5 million
541711	Research and Development in Biotechnology	500 employees
541712	Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology)	500 employees

**C871 2 --- Concept Development and Requirements Analysis -**

Services required under this SIN involve abstract or concept studies and analysis, requirements definition, preliminary planning, the evaluation of alternative technical approaches and associated costs for the development of enhancement of high level general performance specifications of a system, project, mission or activity. Typical associated tasks include, but are not limited to requirements analysis, cost/cost performance trade-off analysis,

feasibility analysis, regulator compliance support, technology/system conceptual designs, training, and consulting. Example: The development and analysis of the total mission profile and life cycle of the improved satellite including examination of performance and cost tradeoffs. Contractors are awarded one or more of the following primary engineering disciplines (PEDs) under this SIN: Chemical Engineering (CE); Civil Engineering (CI); Electrical Engineering (EE) Mechanical Engineering (ME)

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R425

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541330	Engineering Services	\$4.5 million
541711	Research and Development in Biotechnology	500 employees
541712	Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology)	500 employees

**C871 3 --- System Design, Engineering and Integration -**

Services required under this SIN involve the translation of a system (or subsystem, program, project, activity) concept into a preliminary and detailed design (engineering plans and specifications), performing risk identification/analysis, mitigation, traceability, and then integrating the various components to produce a working prototype or model of the system. Typical associated tasks include, but are not limited to computer-aided design, design studies and analysis, high level detailed specification preparation, configuration, management and document control, fabrication, assembly and simulation, modeling, training, and consulting. Example: The navigation satellite concept produced in the preceding stage will be converted to a detailed engineering design package, performance will be computer simulated and a working model will be built for testing and design verification. Contractors are awarded one or more of the following primary engineering disciplines (PEDs) under this SIN: Chemical Engineering (CE) Civil Engineering (CI) Electrical Engineering (EE) Mechanical Engineering (ME)

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R425

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541330	Engineering Services	\$4.5 million
541711	Research and Development in Biotechnology	500 employees
541712	Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology)	500 employees

**C871 4 --- Test and Evaluation -**

Services required under this SIN involve the application of various techniques demonstrating

that a prototype system (subsystem, program, project or activity) performs in accordance with the objectives outlined in the original design. Typical associated tasks include, but are not limited to testing of a prototype and first article(s) testing, environmental testing, independent verification and validation, reverse engineering, simulation and modeling (to test the feasibility of a concept), system, quality assurance, physical testing of the product system, training, and consulting. Example: The navigation satellite-working model will be subjected to a series of tests, which may simulate and ultimately duplicate its operational environment. Contractors are awarded one or more of the following primary engineering disciplines (PEDs) under this SIN: Chemical Engineering (CE) Civil Engineering (CI) Electrical Engineering (EE) Mechanical Engineering (ME)

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R425

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541330	Engineering Services	\$4.5 million
541711	Research and Development in Biotechnology	500 employees
541712	Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology)	500 employees

**C871 5 --- Integrated Logistics Support -**

Services required under this SIN involves the analysis, planning and detailed design of all engineering specific logistics support including material goods, personnel, and operational maintenance and repair of systems throughout their lifecycles, excluding those systems associated with real property. Typical associated tasks include, but are not limited to ergonomic/human performance analysis, feasibility analysis, logistics planning, requirements determination, policy standards/procedures development, long-term reliability and maintainability, training, and consulting. Example: The full range of life cycle logistics support for the navigation satellite will be identified and designed in this stage including training, operation and maintenance requirements, and replacement procedures. Contractors are awarded one or more of the following primary engineering disciplines (PEDs) under this SIN: Chemical Engineering (CE) Civil Engineering (CI) Electrical Engineering (EE) Mechanical Engineering (ME)

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R425

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541330	Engineering Services	\$4.5 million
541711	Research and Development in Biotechnology	500 employees
541712	Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology)	500 employees

**C871 6 --- Acquisition and Life Cycle Management -**

Services required under this SIN involve all of the planning, budgetary, contract and systems/program management functions required to procure and or/produce, render operational and provide life cycle support (maintenance, repair, supplies, engineering specific logistics) to (technology based) systems, activities, subsystems, projects, etc. Typical associated tasks include, but are not limited to operation and maintenance, program/project management, technology transfer/insertion, training and consulting. Example: During this stage the actual manufacturing, launch, and performance monitoring of the navigation satellite will be assisted through project management, configuration management, reliability analysis, engineering retrofit improvements and similar functions. Contractors are awarded one or more of the following primary engineering disciplines (PEDs) under this Special Item Number: Chemical Engineering (CE) Civil Engineering (CI) Electrical Engineering (EE) Mechanical Engineering (ME)

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R425

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541330	Engineering Services	\$4.5 million
541711	Research and Development in Biotechnology	500 employees
541712	Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology)	500 employees

**C871 7 --- Construction Management -**

Customer agencies shall utilize construction managers as its principal agent to advise on or manage the process over the project regardless of the project delivery method used. The Construction Manager assumes the position of professional adviser or extension of staff to the customer agency. The Construction Manager frequently helps the customer agency identify which delivery method is the best for the project. The construction management approach utilizes a firm (or team of firms) with construction, design and management expertise to temporarily expand the customer agency's capabilities, so that they can successfully accomplish their program or project. The Construction Manager also provides expert advice in support of the customer agency's decisions in the implementation of the project. The following are some of the tasks to be covered under Construction Management: Project Design Phase Services, Project Procurement Phase Services, Project Construction Phase Services, Commissioning Services, Testing Services, Claims Services, Post Construction Services. Contractors are awarded one or more of the following primary engineering disciplines: (PEDs) under this SIN: Chemical Engineering (CE) Civil Engineering (CI), Electrical Engineering (EE), Mechanical Engineering (ME)

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R425

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
236220	Commercial and Institutional Building Construction	\$33.5 million

**Group Name: SCHEDULE 874 (MOBIS) SPECIAL ITEM NUMBERS****C874 1 --- Consulting Services -**

Contractors shall provide expert advice, assistance, guidance or counseling in support an agency's mission-oriented business functions. Services covered by this SIN are: Management or strategy consulting, Program planning, audits, and evaluations, Studies, analyses, scenarios, and reports relating to an agency's, mission-oriented business programs or initiatives, such as defense studies, tabletop exercises or scenario simulations, educational studies, regulatory or policy studies, health care studies, economic studies, and preparedness studies, Executive/management coaching services, Customized business training as needed to successfully perform/complete a consulting engagement, Policy and regulation development assistance, Expert Witness services in support of litigation, claims, or other formal cases, Advisory and assistance services in accordance with FAR 37.203. Financial audits are covered under GSA Schedule 520, Financial and Business Services, are not allowed under this SIN. The term "consulting" as defined herein does not include staff augmentation.

NOTE: Expert witness, consulting, and audit services pertaining to financial matters are not covered under this SIN. Refer to SINs C520-1 and C520-6. Consulting services relating to public relations are not covered under this SIN. SIN C541-2, Public Relations Services.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R499

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$7 million

**C874 2 --- Facilitation Services:**

Contractor shall provide facilitation and related decision support services for agencies engaged in collaboration efforts, working groups, or teams. Services covered by this SIN are: Defining, refining, and resolving disputes, disagreements, and divergent views (excluding EEO disputed), Leading or facilitating group briefings and discussions, enabling focused decision-making, Recording discussion content and related facilitation support services, Debriefing stakeholders, Preparing and providing draft and final reports relating to the facilitated issues. Conference planning and management services are excluded from this SIN; these services are specifically covered under GSA Schedule 541, Advertising and Integrated Marketing Services. EEO disputes are covered under GSA Schedule 738X, Human Resources & Equal Employment Opportunity, and are excluded from this SIN.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** R499**Maximum Order :** \$1,000,000**NAICS**

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$7 million

**C874 3 --- Survey Services:**

Contractors shall provide surveying relating to mission-oriented business issues. Contractors shall assist with or perform all phases of the survey process. Services covered by this SIN are: Survey planning, design, and development, Pretest/pilot surveying, Assessing reliability and validity of data, Conducting/administering surveys, Analyses of quantitative and qualitative survey data, Production of reports related to the survey, Briefings of results to stakeholders, Any surveys relating to condition or status of equipment or property, or Architect and Engineering services as defined in FAR 36.601-4, are prohibited under MOBIS.

**Sales:** \$0**Sales Period:** Oct 1, 2009 to Sep 30, 2010**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** R499**Maximum Order :** \$1,000,000**NAICS**

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$7 million

**C874 4 --- Training Services: Instructor Led Training, Web Based Training Web Based Training and Education Courses, Course Development and Test Administration -**

Proposed courses shall be commercially-available off-the-shelf training and/or educational courses that are delivered via an Instructor-led (i.e. traditional classroom setting or conference/seminar) and/or web-based (i.e. Internet/Intranet, software packages and computer applications) system. Courses shall have a defined course title, length of time (i.e. hours, days, semesters, etc.), description of material to be taught (i.e. syllabi, table of contents, etc.), and whether materials are included (i.e. books, pamphlets, software, etc.). Support materials not included may be offered on SIN 874-5. Proposed professional services shall be in support of planning, creating, and/or executing test administration, learning management, customized subject matter specific training and/or educational courses that are delivered via an instructor-led (i.e. traditional classroom setting or conference/seminar) and/or web-based (i.e. Internet/Intranet, software packages and computer applications) system. At minimum, proposed professional services in support of planning, creating, and/or executing a customized course(s) shall include labor categories (i.e. Subject Matter Experts (SMEs), Program Managers, Project Managers, Research Assistant, Technical Specialist, etc.), subject matter(s), and methodology(ies) to be used. Acquisition training will be accomplished under SIN 874-8. Functional training covered under other schedules will not be accomplished under this SIN.

NOTE: NAICS: 611430

Professional and Management Development Training

NAICS: 611710

Offerors Shall Provide the Following:

Submit Labor Category Descriptions. Clerical, non-professional categories are excluded.

Copy of Commercial End User Licensing or Service Agreement for all Learning Management Systems.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** U006

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
611430	Professional and Management Development Training	\$7 million
611519	Other Technical and Trade Schools	\$7 million
611710	Educational Support Services	\$7 million

**C874 6 --- Acquisition Management Support -**

Contractors shall provide professional support services to agencies in conducting federal acquisition management activities. Services covered by this SIN are: acquisition planning assistance, including market research and recommending procurement strategy; acquisition document development, including cost/price estimates, quality assurance surveillance plans, statements of work, synopses, solicitations, price negotiation memoranda, etc.: expert assistance in supporting proposal evaluations, including price/cost analysis or technical proposal analysis; contract administration support services, including assistance with reviewing contractor performance, developing contract modifications, and investigating reports of contract discrepancies; contract close-out assistance; Competitive Sourcing support, including OMB Circular A-76 studies, strategic sourcing studies, privatization studies, public-private partnerships, and Federal Activities Inventory Reform (FAIR) Act studies.

NOTE: Grants management services are not covered under this SIN. Refer to SIN C520-22, Grants Management Support Services.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R499

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$7 million

**C874 7 --- Program and Project Management Services -**

Contractors shall provide services to assist agencies in planning, initiating, managing,

executing, and closing out mission-oriented business programs and projects. Services included are: Project leadership and communications with stakeholders; project planning and scheduling; earned value management support; project management, including performance monitoring and measurement; reporting and documentation associated with project/program objectives; stakeholder briefings, participation in required meetings, and related project support services; program integration services; and project close-out services. All services must be provided and performed under the supervision/management of the contractor's Project Manager or Program Manager. Orders for services under this SIN without an accompanying Program/ Project Manager labor category are prohibited.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R499

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$7 million

**C874 8 --- DAU and FAI Certified DAWIA and FAC Acquisition Workforce Training for GS-1102 and non-1102 Personnel -**

Training for Acquisition Workforce (GS-1102 and non-GS-1102): In accordance with the Office of Federal Procurement Policy's (OFPP) Policy Letter 05-01, training courses shall be certified by the Defense Acquisition University (DAU) and comply with the Federal Acquisition Institute's (FAI) policy, and based on the Defense Acquisition Workforce Improvement Act's (DAWIA) and the Federal Acquisition Certification (FAC) requirements for certification at the junior, intermediate, and senior levels to reflect the need to meet increasingly more rigorous standards for education, training, and experience. This shall apply to all Contracting Officers (CO) regardless of general schedule series with authority to obligate funds above the micropurchase threshold; all positions in the general schedule purchasing series (GS-1105); program and project managers (FAC-PM), as identified by the agency's Chief Acquisition Officer (CAO), or equivalent; all Contracting Officer's Representatives (CORs) and Contracting Officer's Technical Representatives (COTRs), or equivalent (FAC-COTR); all Emergency Response and Recovery Contracting Personnel; and significant acquisition-related positions identified by the CAO, or equivalent, using the guidance provided in OFPP Policy Letter 05-01.

NOTE: NAICS: 611430

Offerors Shall Provide the Following:

A copy of the Course Equivalency Certification issued by DAU for each course offered.

Resumes of all current instructors.

Instructors must be Clinger-Cohen compliant.

A detailed training plan evidencing how instructors are kept up to date and conversant with federal acquisition regulations on a continuous basis.

References: Last 3 customers.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No



**FSC/PSC Code :** U009**Maximum Order :** \$1,000,000**NAICS**

Number	Description	Business Size
611430	Professional and Management Development Training	\$7 million

**C874 9 --- Off-the-Shelf and Customizable Print, Audio, and Visual Instructional Training Devices -**

Off-the-Shelf Training Devices: Proposed training devices shall be commercially-available off-the-shelf training devices available as stand alone or ancillary to other services being offered on this schedule. They can include software programs, teaching machines and devices, simulators such as driving simulators, flight simulators, etc., prepared printed instructional material, medical models and simulators, prepared audio and visual instruction material and multimedia program kits. Customizable Training Devices: Proposed training devices and simulators shall be in support of planning, designing, and/or producing customized training devices that are in print, audio, or visual format. Proposed training devices shall directly train students in a specific subject matter(s) or assist in the training of a specific subject matter(s).

NOTE: NAICS: 423490

Offerors Shall Provide the Following, if applicable:

Copy of Commercial End User Licensing Agreement, if any.

Copy of Commercial Service Agreement, if any.

Copy of End User Systems Requirements.

Copy of Manufacturers Authorization to Resell/Distribute, if applicable.

Provide Statement that Live Ammunition is NOT used in any training product.

**Sales:** \$0**Sales Period:** Oct 1, 2009 to Sep 30, 2010**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 6930**Maximum Order :** \$1,000,000**NAICS**

Number	Description	Business Size
423490	Other Professional Equipment and Supplies Merchant Wholesalers	100 employees
451220	Prerecorded Tape, Compact Disc and Record Stores	\$30 million
511199	All Other Publishers	500 employees

**Group Name: SCHEDULE 874V (LOGWORLD) SPECIAL ITEM NUMBERS****C874 501 --- Supply and Value Chain Management -**

Services that include all phases of planning, acquisition and management of logistics systems. These services include, but are not limited to planning, acquisition, design, development, testing, production, fielding, management, operation, maintenance, sustainment, improvement, modification and disposal. Examples of the type of services that may be performed under this SIN include: Logistics consulting for planning for the acquisition and life cycle phases of supply and value chain systems including the following: defining and establishing program objectives, strategies, plans and schedules; develop milestone documentation; market research and acquisition planning; material requirements identification, planning, acquisition and

management; develop specifications or performance based work statements and task estimates; develop, document and support maintenance procedures and technical manuals; configuration data management and related documentation; expansion and consolidation studies, field problem analysis and recommendation of corrective actions and system modernization; Needs assessment/system assessment; Inventory/asset/vendor Inventory management and operation (inclusive of salvage, recycle and/or disposal management); operation of warehouses, stockrooms, storage facilities or depots; Fulfillment systems and operations; platform management; Information logistics processing systems analysis design, and implementation; staging, shipping, receiving, packing, crating, moving and storage (excluding household goods); packaging, labeling, bar coding system consultation, design, implementation, operation and maintenance; design and installation of material handling systems; hazardous material storage and handling (Non-radioactive only); warehouse and location management systems; recycling program management of warehousing materials; preservation and protection of specialized inventory or documents; maintenance, repair and overhaul (MRO) support and/or support process management; aircraft repair and maintenance; ship repair and maintenance; property disposal management; logistics strategic planning services; logistics systems engineering services; logistics program management services and support; Unique Identification (UID)/Radio Frequency Identification (RFID) services; Program and project management; acquisition and life cycle management; spares modeling; supply chain integration planning; global integrated supply chain solutions planning and implementation. (note acquisition functions can not be procured as stand-alone services).

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R706

**Maximum Order :** \$1,000,000

#### NAICS

Number	Description	Business Size
541614	Process, Physical Distribution and Logistics Consulting Services	\$7 million

### C874 503 --- Distribution and Transportation Logistics Services -

Distribution and Transportation Logistics Services - Planning and designing, implementing, or operating systems or facilities for the movement of supplies, equipment or people by road, air, water, rail, or pipeline. Typical tasks include moving and storage (excluding household goods), location modeling, transportation system development and management, carrier management and routing, freight forwarding, courier services, shuttle services and facilitating customs processing. Commercial passenger airline services covered by the Airline City Pair Program are excluded.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R706

**Maximum Order :** \$1,000,000

#### NAICS

Number	Description	Business Size
541614	Process, Physical Distribution and Logistics Consulting Services	\$7 million

**C874 504 --- Deployment Logistics Services -**

Deployment Logistics - Typical tasks include contingency planning, identifying/utilizing regional or global resources, integrating public/private sector resources, inventory/property planning, movement, storage, end-to-end office and industrial relocation/expansion services, including project/asset/ construction management, space planning and project integration/implementation, pre-positioning assets, facilitating customs processing/accountability; and deploying communications and logistics systems to permit rapid deployment and management of supplies and equipment.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R706

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541614	Process, Physical Distribution and Logistics Consulting Services	\$7 million

**C874 505 --- Logistics Training Services -**

Training in system operations, automated tools for supply and value chain management, property and inventory management, distribution and transportation management, and maintenance of equipment and facilities supporting these activities.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R706

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541614	Process, Physical Distribution and Logistics Consulting Services	\$7 million

**C874 507 --- Operations & Maintenance Logistics Management and Support Services -**

Planning, designing, managing, operating and maintaining reliable and efficient systems, equipment, facilities and logistics infrastructures to improve equipment and logistics performance, and reduce life cycle costs. Typical tasks include complete turnkey operations, maintenance and support services, base operations support (BOS), depot maintenance, preventative maintenance planning, fleet/property management and maintenance, mobile utility support equipment operation, maintenance and repair, strategic account/project management, integrated facility management and operations management support. Excluded from these services are construction, and the operation of computer centers (which is covered under the IT Schedule). Teaming with other GSA Schedule holders may be a viable method of acquisition, particularly considering satisfaction of small business goals (e.g., providing pest control, guard services, elevator maintenance, fire suppression support, beautification services, etc).

**Sales:** \$0**Sales Period:** Oct 1, 2009 to Sep 30, 2010**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** R706**Maximum Order :** \$1,000,000**NAICS**

Number	Description	Business Size
561210	Facilities Support Services	\$35.5 million

**Group Name: SCHEDULE 899 (ENVIRONMENTAL SERVICES)  
SPECIAL ITEM NUMBERS****C899 1 --- Environmental Consulting Services - Under this SIN, only consulting services may be performed.**

The services include, but are not limited to: Planning and Documentation Services for the development, planning, facilitation, coordination, and documentation of and/or for environmental initiatives (or mandates such as Executive Order 13423) in areas of chemical, radiological, and/or hazardous materials; ISO 14001 Environmental Management System (EMS) and sustainable performance measure development; Environmental Assessment (EA) and Environmental Impact Statement (EIS) preparation under the National Environmental Policy Act (NEPA); Endangered species, wetland, watershed, and other natural resource management plans; Archeological and/or cultural resource management plans; Environmental program and project management; Environmental regulation development; Economic, technical and/or risk analysis; other environmentally related studies and/or consultations; Homeland Security solutions that include Biochemical protection; Crime prevention through environmental design surveys (CPTED); Economical, technical and/or risk analysis; Identification and mitigation of threats inclusive of protective measures to mitigate the threats; and Vulnerability assessments. Compliance Services such as review, audit, and implementation/management of EMS and other compliance and contingency plans and performance measures; Permitting; Spill prevention/control and countermeasure plans; Pollution prevention surveys; and Community Right to-Know Act reporting. Advisory Services for ongoing advice and assistance with data and information in support of agency environmental programs involving areas such as Hazardous material spills; Material safety data sheets (MSDS), Biological/medical data sheets; Information hotlines; Poison control hotlines; Environmental regulations and environmental policy/procedure updates; Management, furnishing, or inventory of MSDS. Waste Management Consulting Services to provide guidance in support of waste-related data collection, feasibility studies and risk analyses; Resource Conservation and Recovery Act/ Comprehensive Environmental Response Compensation and Liability Act (RCRA/CERCLA) site investigations; Hazardous and/or non-hazardous exposure assessments; Waste characterization and source reduction studies; Review and recommendation of waste tracking or handling systems; Waste management plans and/or surveys; Waste minimization/pollution prevention initiatives; and Review of technologies and processes impacting waste management.

**Sales:** \$0**Sales Period:** Oct 1, 2009 to Sep 30, 2010**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** F999

**Maximum Order :** \$1,000,000**NAICS**

Number	Description	Business Size
541620	Environmental Consulting Services	\$7 million

**C899 3 --- Environmental Training Services -**

This SIN is designed to aid agencies in training personnel in a variety of environmentally related subjects in order to meet Federal mandates and Executive Orders. Environmentally related training can be conducted on- or off-site using standard off-the-shelf, customized, or computer/web-based interactive courses. Examples of environmental training courses include: Air/blood borne pathogens; Asbestos awareness; Environmental management planning and operations and maintenance (O&M) planning; Asbestos Hazard Emergency Response Act (AHERA); Compliance with environmental laws/regulations; Comprehensive Environmental Response Compensation and Liability Act (CERCLA); Confined space training; Electronics management; Emergency response plans; Environmental audits, awareness, compliance, and management; Fire preparedness training; First responder; Hazardous materials and waste (HAZMAT) training to include compliance, operation, packaging, handling, generators, and incident response; Hazardous waste operations and emergency response (HAZWOPER) Wetlands regulation and permitting.

**Sales:** \$0**Sales Period:** Oct 1, 2009 to Sep 30, 2010**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** F999**Maximum Order :** \$1,000,000**NAICS**

Number	Description	Business Size
541620	Environmental Consulting Services	\$7 million

**C899 5 --- Materials and Waste Recycling and Disposal Services -**

Services include, but are not limited to: Management and oversight of Hazardous Material (HAZMAT) disposal operations, and management, oversight and recycling of universal waste (e.g., electronic equipment, batteries, cell phones, cathode ray tubes (CRTs), and compact fluorescent light bulbs (CFLs)). This includes reuse assessments and inventory, destruction, inventory transfer and/or disposal after compliance with GSA Office of Personal Property Management requirements outlined in Federal Management Regulations 101-42, 102-36, and 102-37 (as applicable). Examples of types of material waste services include, but are not limited to: Solid waste, industrial waste, mining waste, and oilfield waste (e.g., drill cuttings); Liquid waste (e.g., wastewater containing less than 1% solids); Excess inventory; Surplus inventory; Non-hazardous materials that pose no immediate threat to human health and the environment, excluding household waste (e.g., routine refuse collection and disposal); Hazardous materials and/or those that contain leachable toxic components; Plastics such as acrylic, nylon, high-density polyethylene (HDPE) and low-density polyethylene (LDPE); Confiscated materials; and Construction debris such as asphalt, drywall and/or metal. Note: Services offered under this SIN shall NOT include any association with construction services and/or the transportation and/or disposal of Special Waste such as radioactive and medical waste, and/or the disposal of discarded, unwanted material (e.g., office paper, newspaper, food waste, and beverage containers, cardboard and packing materials).

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** F999

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
562112	Hazardous Waste Collection	\$12.5 million
562920	Materials Recovery Facilities	\$12.5 million

**C899 7 --- Geographic Information Systems (GIS) Services -**

Provides GIS services in support of environmental programs. Services include, but are not limited to: Creation/enforcement of environmental legislation; Cultural resource GIS (CRGIS); Environmental cost assessment; Environmental impact analyses; Environmental regulatory compliance; Groundwater monitoring; Growth forecast modeling; Habitat conservation plans; Habitat modeling; Image analysis support for emergency response; Mapping, Cartography and Mashups (e.g., combining data from more than one source into a single integrated tool); Migration pattern analysis; Natural resource planning; Remote sensing for environmental studies; Terrestrial, marine, and/or atmospheric measuring/management; Vegetation mapping; and Watershed characterization for mitigation planning. Note: The services offered under this SIN shall NOT include construction and architect-engineering services as set forth in FAR Part 36, including surveying and mapping services as defined under the Brooks Act of 1972 (Public Law 92-582, 40 U.S. 1102 et seq.).

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** F999

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541620	Environmental Consulting Services	\$7 million

**C899 8 --- Remediation and Reclamation Services -**

Remediation services include, but are not limited to: Excavation, removal and disposal of hazardous waste; Site preparation, characterization, field investigation, conservation and closures; Wetland restoration; Emergency response clean up (ERC); Underground storage tank/above-ground storage tank (UST/AST) removal; Air monitoring; Soil vapor extraction; Stabilization/ solidification, bio-venting, carbon absorption, reactive walls, containment, monitoring and/or reduction of hazardous waste sites, as well as unexploded ordnance removal; Remediation-related laboratory testing (e.g., biological, chemical, physical, pollution and soil testing). Reclamation services include, but are not limited to: Land (e.g., creating new land from sea or riverbeds and/or restoring areas to a more natural state, such as after pollution, desertification, or salination have made it unusable); and Water and refrigerant reclamation. Note: Services offered under this SIN shall NOT include any remediation/transportation/disposal of radioactive waste, asbestos removal and/or paint removal, construction and architect-engineer services as set in FAR Part 36 (including construction, alteration or repair of buildings, structures, or other real property). Disposal services performed under SIN must be ancillary to remediation services performed.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** F999

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541380	Testing Laboratories	\$12 million
562910	Remediation Services	\$14 million

**Group Name: SPECIAL ITEM NUMBERS COMMON TO MULTIPLE SCHEDULES**

**C100 01 --- Introduction of New Services -**

A new service may be a task, procedure, or product existing in the commercial market which is being developed, improved, or not yet introduced to the Federal Government or not currently available under any GSA Contract, but is categorically related to this procurement. This SIN is available to all subSchedules in the Consolidated Schedule.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R499

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541330	Engineering Services	\$4.5 million
541350	Building Inspection Services	\$7 million
541611	Administrative Management and General Management Consulting Services	\$7 million
541614	Process, Physical Distribution and Logistics Consulting Services	\$7 million
541620	Environmental Consulting Services	\$7 million
541930	Translation and Interpretation Services	\$7 million

**C100 02 --- Ancillary Repair and Alterations -**

Repair and Alterations ancillary to existing SINs under this Schedule. Ancillary Repair and Alterations projects are those (1) solely associated with the repair, alternation, delivery or installation of products or services also purchased under this Schedule, and which are (2) routine and non-complex in nature, such as routine painting or carpeting, simple hanging of drywall, basic electrical or plumbing work, landscaping, and similar noncomplex services. This SIN EXCLUDES: (1) major or new construction of buildings, roads, parking lots and other facilities; (2) complex R&A of entire facilities or significant portions of facilities, and (3) Architect-Engineering Services subject to Public Law 92-582 (Brooks Act). The work performed under this SIN shall be associated with existing SINs that are part of this Schedule. Ancillary Repair and Alterations shall not be the primary purpose of the work ordered but be an integral part of the total solution offered. Ancillary Repair and Alteration

services may only be ordered in conjunction with or in support of products or services purchased under this Federal Supply Schedule contract. This SIN includes all regulatory guidance outlined in accordance with FAR 22, 28 and 36, including the Davis Bacon Act and the Miller Act. Special Instructions: No award will be made under C100-03 , Ancillary Repair and Alterations unless an offeror is awarded (or receives award concurrently) for SINs under the Facilities Maintenance Mangement (03FAC) or Logworld (8745) portion of this Schedule contract. For federally-owned space managed by GSA's Public Building Service (PBS), approval of the PBS Building Manager must be received by the ordering activity and contractor before any repair and alternation work may be ordered. A copy of the approval must be retained by both the ordering activity contracting officer and the contractor. Owned or leased space outside the PBS inventory may also include approval requirements. A copy of the approval must be retained by both the ordering activity contracting officer and the MAS contractor performing the R&A wervices. This R&A SIN shall not be used for PBS leased space. Any agency contracting officer ordering services under this SIN for Ancillary R&A is responsible for complying with his or her agency's internal policies when procuring R&A services. This may include a specific warrant delegation for procuring "construciton" services when the estimated amount of this portion of the task order exceeds \$2,000. (Ref. FAR 22.4). Special Notice to Ordering Agencies: GSA or other landlords may require re-performance of any nonconforming work at agency expense. If applicable, agencies may seek appropriate recourse from the contractor responsible for the nonconforming work.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R706

**Maximum Order :** \$1,000,000

#### NAICS

Number	Description	Business Size
541614	Process, Physical Distribution and Logistics Consulting Services	\$7 million
561210	Facilities Support Services	\$35.5 million

#### C100 03 --- Ancillary Supplies and/or Services -

Ancillary supplies and/or services are support supplies and/or services which are not within the scope of any other SIN on this schedule. These supplies and/or services are necessary to compliment a contractor's offerings to provide a solution to a customer requirement. This SIN may be used for orders and blanket purchase agreements that involve work or a project that is solely associated with the supplies and/or services purchased under this schedule. This SIN EXCLUDES purchases that are exclusively for supplies and/or services already available under another schedule. Special Instructions: The work performed under this SIN shall be associated with existing SIN(s) that are part of this schedule. Ancillary supplies and/or services shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Ancillary supplies and/or services may only be ordered in conjunction with or in support of supplies or services purchased under another SIN(s) of the same schedule. Offerors may be required to provide additional information to support a determination that their proposed ancillary supplies and/or services are commercially offered in support of one or more SIN(s) under this schedule.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No



**Set Aside:** No**FSC/PSC Code :** R499**Maximum Order :** \$1,000,000**NAICS**

<b>Number</b>	<b>Description</b>	<b>Business Size</b>
423490	Other Professional Equipment and Supplies Merchant Wholesalers	100 employees
451220	Prerecorded Tape, Compact Disc and Record Stores	\$30 million
511199	All Other Publishers	500 employees
541330	Engineering Services	\$4.5 million
541614	Process, Physical Distribution and Logistics Consulting Services	\$7 million
541620	Environmental Consulting Services	\$7 million
541711	Research and Development in Biotechnology	500 employees
541712	Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology)	500 employees
541930	Translation and Interpretation Services	\$7 million
561210	Facilities Support Services	\$35.5 million
561499	All Other Business Support Services	\$7 million

## Part II - CONTRACT TERMS AND CONDITIONS

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### Begin Regulation

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#### **52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010)**

- (a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act).
- (b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are funded in whole or in part with Recovery Act funds.

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### Begin Regulation

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#### **52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT – REPORTING REQUIREMENTS (JUL 2010)**

- (a) *Definitions.* For definitions related to this clause (e.g., contract, first-tier subcontract, total compensation etc.) see the Frequently Asked Questions (FAQs) available at [http://www.whitehouse.gov/omb/recovery\\_faqs\\_contractors](http://www.whitehouse.gov/omb/recovery_faqs_contractors). These FAQs are also linked under <http://www.FederalReporting.gov>.
- (b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.
- (c) Reports from the Contractor for all work funded, in whole or in part, by the Recovery Act, are due no later than the 10th day following the end of each calendar quarter. The Contractor shall review the Frequently Asked Questions (FAQs) for Federal Contractors before each reporting cycle and prior to submitting each quarterly report as the FAQs may be updated from time-to-time. The first report is due no later than the 10th day after the end of the calendar quarter in which the Contractor received the award. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter. For information on when the Contractor shall submit its final report, see [http://www.whitehouse.gov/omb/recovery\\_faqs\\_contractors](http://www.whitehouse.gov/omb/recovery_faqs_contractors).
- (d) The Contractor shall report the following information, using the online reporting tool available at <http://www.FederalReporting.gov>.
- (1) The Government contract and order number, as applicable.
  - (2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.
  - (3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.
  - (4) Program or project title, if any.
  - (5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.

(6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and address the impact on the Contractor's and first-tier subcontractors' workforce for all first-tier subcontracts valued at \$25,000 or more. At a minimum, the Contractor shall provide —

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime Contractor and all first-tier subcontracts valued at \$25,000 or more, in the United States and outlying areas. A job cannot be reported as both created and retained. See an example of how to calculate the number of jobs at [http://www.whitehouse.gov/omb/recovery\\_faqs\\_contractors](http://www.whitehouse.gov/omb/recovery_faqs_contractors).

(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if —

(i) In the Contractor's preceding fiscal year, the Contractor received —

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is valued at \$25,000 or more and not subject to reporting under paragraph 9, the Contractor shall require the subcontractor to provide the information described in paragraphs (d)(10)(i), (ix), (x), (xi), and (xii) of this section to the Contractor for the purposes of the quarterly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The Contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

- (v) The applicable North American Industry Classification System (NAICS) code.
- (vi) Funding agency.
- (vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (viii) Subcontract number (the contract number assigned by the prime contractor).
- (ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if —
  - (A) In the subcontractor's preceding fiscal year, the subcontractor received —
    - (1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
    - (2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
  - (B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
- (xii) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and address the impact on the subcontractor's workforce. At a minimum, the subcontractor shall provide —
  - (A) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the subcontractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and
  - (B) An estimate of the number of jobs created and jobs retained by the subcontractor in the United States and outlying areas. A job cannot be reported as both created and retained. See an example of how to calculate the number of jobs at [http://www.whitehouse.gov/omb/recovery\\_faqs\\_contractors](http://www.whitehouse.gov/omb/recovery_faqs_contractors).

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**Begin Regulation**

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**52.210-1 MARKET RESEARCH (APR 2011)**

(a) *Definition.* As used in this clause —

Commercial item and nondevelopmental item have the meaning contained in Federal Acquisition

Regulation 2.101.

(b) Before awarding subcontracts over the simplified acquisition threshold for items other than commercial items, the Contractor shall conduct market research to —

(1) Determine if commercial items or, to the extent commercial items suitable to meet the agency's needs are not available, nondevelopmental items are available that —

(i) Meet the agency's requirements;

(ii) Could be modified to meet the agency's requirements; or

(iii) Could meet the agency's requirements if those requirements were modified to a reasonable extent; and

(2) Determine the extent to which commercial items or nondevelopmental items could be incorporated at the component level.

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### Begin Regulation

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#### **52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAR 2011) (ALTERNATE II – DEC 2010)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

[ Not Applicable ] Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Number	Title	Clause/Provision
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)	Clause
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE I -- OCT 1995)	Clause
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)	Clause
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)	Clause
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)	Clause
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)	Clause
52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND	Clause

REMEDIES (JUL 2010)		
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)	Clause
52.222-26	EQUAL OPPORTUNITY (MAR 2007)	Clause
52.222-3	CONVICT LABOR (JUN 2003)	Clause
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)	Clause
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)	Clause
52.222-37	EMPLOYMENT REPORTS ON VETERANS (SEP 2010)	Clause
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)	Clause
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)	Clause
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (SEP 2010)	Clause
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)	Clause
52.225-5	TRADE AGREEMENTS (AUG 2009)	Clause
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER -- CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	Clause
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)	Clause
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.--FLAG COMMERCIAL VESSELS (FEB 2006)	Clause

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Number	Title	Clause/Provision
52.222-41	SERVICE CONTRACT ACT OF 1965 (NOV 2007)	Clause
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)	Clause
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)	Clause

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to--

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(2) The Contractor shall make available at its offices at all reasonable times the records,

materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than--

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(E) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(F) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(G) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(H) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(I) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(J) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(K) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(L) 52.222-54, Employment Eligibility Verification (Jan 2009).

(M) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(N) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

[Note to Offerors: If choosing not to accept orders funded in whole or in part by the American Recovery and Reinvestment Act (ARRA), this clause will be replaced with the base clause, meaning that Alternate II is not applicable.]

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**Begin Regulation**

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**52.216-18 ORDERING (OCT 1995) (DEVIATION II -- FEB 2007)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through Contract expiration date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the ordering activity deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

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**Begin Regulation**

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**52.216-19 ORDER LIMITATIONS (OCT 1995) (DEVIATION II — FEB 2007)**16.506(b)

(a) Minimum order. When the ordering activity requires supplies or services covered by this contract in an amount of less than 100, the ordering activity is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

(1) Any order for a single item in excess of as specified in (Column F) of the Schedule of Items;

(2) Any order for a combination of items in excess of as specified in (Column F) of the Schedule of Items; or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the ordering activity is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.



(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the ordering activity may acquire the supplies or services from another source.

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**Begin Regulation**

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**52.216-22 INDEFINITE QUANTITY (DEVIATION I—JAN 1994)**  
16.506(e) FSS A/L FC-94-2

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule. The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Guaranteed Minimum clause and the Delivery Order Limitations clause, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

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**Begin Regulation**

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**52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011)**  
**(ALTERNATE II – OCT 2001)**

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause —

*Alaska Native Corporation* (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

*Commercial item* means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

*Commercial plan* means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

*Electronic Subcontracting Reporting System* (eSRS) means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

*Indian tribe* means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

*Individual contract plan* means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

*Master plan* means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

*Subcontract* means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(2) A statement of —

- (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
- (ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);
- (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
- (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
- (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
- (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and
- (vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to —

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Central Contractor Registration database (CCR), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in CCR as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of CCR as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with —

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility with further subcontracting possibilities) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will —

- (i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., CCR), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating —

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not,

why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact —

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; AND

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through —

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful

subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided —

- (1) the master plan has been approved,
- (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and
- (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with —

- (1) the clause of this contract entitled "Utilization of Small Business Concerns," or
- (2) an approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

- (1) *ISR*. This report is not required for commercial plans. The report is required for each contract

containing an individual subcontract plan.

(i) The report shall be submitted semiannually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides —

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) *SSR*. (i) Reports submitted under individual contract plans —

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan —

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

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### Begin Regulation

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#### **52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (Mar 2008)**

(a) Definitions. As used in this clause—

*Chief of mission* means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Pub. L. 96-465) to be temporarily in charge of such a mission or office.

*Combatant commander* means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

*Supporting a diplomatic or consular mission* means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) *General.*

(1) This clause applies when Contractor personnel are required to perform outside the United States--

(i) In a designated operational area during--

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission--



(A) That has been designated by the Department of State as a danger pay post (see <http://aoprals.state.gov/Web920/danger--pay--all.asp>); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those

required for in-transit countries.

(iv) All personnel have received--

(A) A country clearance or special area clearance, if required by the chief of mission; and

(B) Theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that--

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to--

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.*

(1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.*

(1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The Designee determined at the task order level [*Contracting Officer to specify individual, e.g., Contracting Officer Representative, Regional Security Officer, etc.*] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended

ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.*

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Personnel recovery.*

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) *Notification and return of personal effects.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee--

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs.* Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2) (i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States--

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations; or military exercises, when designated by the Combatant Commander; or

(2) When supporting a diplomatic or consular mission--

(i) That has been designated by the Department of State as a danger pay post (see <http://aoprals.state.gov/Web920/danger--pay--all.asp>); or

(ii) That the Contracting Officer has indicated is subject to this clause.

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### Begin Regulation

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#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is <http://acquisition.gov/far/>.

Number	Title	Clause/Provision
52.202-1	DEFINITIONS (JUL 2004)	Clause
52.203-3	GRATUITIES (APR 1984)	Clause

52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)	Clause
52.212-4	CONTRACT TERMS AND CONDITION--COMMERCIAL ITEMS (JUN 2010) (ALTERNATE I -- OCT 2008) (DEVIATION I -- FEB 2007)	Clause
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) (ALTERNATE IV - OCT 2010)	Clause
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	Clause
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	Clause
52.222-29	NOTIFICATION OF VISA DENIAL (JUN 2003)	Clause
52.222-49	SERVICE CONTRACT ACT -- PLACE OF PERFORMANCE UNKNOWN (MAY 1989)	Clause
52.223-10	WASTE REDUCTION PROGRAM (AUG 2000)	Clause
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) (ALTERNATE I -- AUG 2003)	Clause
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	Clause
52.224-2	PRIVACY ACT (APR 1984)	Clause
52.227-14	RIGHTS IN DATA--GENERAL (DEC 2007)	Clause
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)	Clause
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (APR 2003) (DEVIATION I - FEB 2007)	Clause
52.232-17	INTEREST (OCT 2010) (DEVIATION I - MAY 2003)	Clause
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999) (DEVIATION I - FEB 2007)	Clause
52.232-36	PAYMENT BY THIRD PARTY (FEB 2010) (DEVIATION I - MAY 2003)	Clause
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)	Clause
52.233-1	DISPUTES (JUL 2002)	Clause
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	Clause
52.237-3	CONTINUITY OF SERVICES (JAN 1991) (DEVIATION I - MAY 2003)	Clause
52.242-13	BANKRUPTCY (JUL 1995)	Clause
52.242-15	STOP-WORK ORDER (AUG 1989)	Clause
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996) (DEVIATION I - MAY 2003)	Clause
52.247-34	F.O.B. DESTINATION (NOV 1991) (DEVIATION I - MAY 2003)	Clause
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006) (DEVIATION I - FEB 2007)	Clause
52.247-39	F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)	Clause
552.211-73	MARKING (FEB 1996)	Clause
552.211-75	PRESERVATION, PACKAGING, AND PACKING (FEB 1996)	Clause

	(ALTERNATE I - MAY 2003)	
552.211-77	PACKING LIST (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.212-70	PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)	Clause
552.229-71	FEDERAL EXCISE TAX--DC GOVERNMENT (SEP 1999)	Clause
552.232-74	INVOICE PAYMENTS (SEP 1999)	Clause
552.232-79	PAYMENT BY CREDIT CARD (MAY 2003)	Clause
552.232-8	DISCOUNTS FOR PROMPT PAYMENT (APR 1989) (DEVIATION FAR 52.232-8)	Clause
552.232-81	PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY 2003)	Clause
552.232-83	CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2003)	Clause
552.238-73	CANCELLATION (SEP 1999)	Clause
552.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999) (DEVIATION FAR 52.252-6)	Clause
C-FSS-412	CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2000)	Clause
D-FSS-471	MARKING AND DOCUMENTATION REQUIREMENTS PER SHIPMENT (APR 1984)	Clause
D-FSS-477	TRANSSHIPMENTS (APR 1984)	Clause
F-FSS-202-F	DELIVERY PRICES (APR 1984)	Clause
I-FSS-314	FOREIGN TAXES AND DUTIES (DEC 1990)	Clause
I-FSS-594	PARTS AND SERVICE (OCT 1988)	Clause

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### Begin Regulation

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#### **552.211-15 Defense Priorities and Allocations System Requirements (SEP 2004)**

*(a) Definitions.*

*Approved program* means a program determined to be necessary or appropriate for priorities and allocation support to promote the national defense by the Secretary of Defense, the Secretary of Energy, or the Department of Homeland Security Under Secretary for Emergency Preparedness and Response under the authority of the Defense Production Act, the Stafford Act, and Executive Order 12919, or the Selective Service Act and related statutes, and Executive Order 12742. See Schedule 1 of 15 CFR part 700 for a list of Delegate Agencies, approved programs, and program identification symbols at <http://www.bis.doc.gov/DefenseIndustrialBasePrograms/OSIES/DPAS/Default.htm>.

*Defense Priorities and Allocations System (DPAS)* means the regulation published at 15 CFR part 700 that requires preferential treatment for certain contracts and orders placed by a Delegate Agency in support of an approved program.

*Delegate Agency* means an agency of the U.S. Government authorized by delegation from the Department of Commerce (DOC) to place priority ratings on contracts or orders needed to support approved programs.

*Rated order* means, for the purpose of this contract, a delivery or task order issued in accordance with the provisions of the DPAS regulation (15 CFR part 700).

*(b) Rated Order Requirement.*

From time to time, the Contractor may receive a rated order under this contract from a Delegate Agency. The Contractor must give preferential treatment to rated orders as required by the Defense Priorities and Allocations System (DPAS) regulation (15 CFR part 700). The existence of previously accepted unrated or lower rated orders is not sufficient reason to reject a rated order. Rated orders take preference over all unrated orders as necessary to meet required delivery dates. There are two levels of ratings designated by the symbol of either "DO" or "DX." All "DO" rated orders have equal priority with each other and take preference over unrated orders. All "DX" rated orders have equal priority with each other and take preference over "DO" rated orders and unrated orders. The rating designation is followed by a program identification symbol. Program identification symbols indicate which approved program is supported by the rated order (see Schedule 1 of 15 CFR part 700 for a list of Delegate Agencies, approved programs, and program identification symbols).

(c) *Additional information.*

Additional information may be obtained at the DOC DPAS website  
<http://www.bis.doc.gov/DefenseIndustrialBasePrograms/OSIES/DPAS/Default.htm> or by contacting the designated Administrative Contracting Officer.

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### Begin Regulation

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#### **552.211-78 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (FEB 1996)**

(a) Time of Delivery. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal commercial practice. The Government requires the Contractor's normal commercial delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below:

ITEMS OR GROUP OF ITEMS (Special item No. or nomenclature)	GOVERNMENT STATED DELIVERY TIME (Days ARO)	CONTRACTOR'S NORMAL COMMERCIAL DELIVERY TIME
See Schedule of Items	As specified by the Ordering Activity	_____
See Schedule of Items	As specified by the Ordering Activity	_____
See Schedule of Items	As specified by the Ordering Activity	_____

(b) Expedited Delivery Times. For those items that can be delivered quicker than the delivery times in paragraph (a), above, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

ITEM OR GROUP OF ITEMS	Expedited Delivery Time
------------------------	-------------------------



(Special Item No. of nomenclature)	(Hours/Days ARO)
_____	_____
_____	_____
_____	_____

(c) Overnight and 2-Day Delivery Times. Ordering activities may require overnight or 2—day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

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**Begin Regulation**

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**552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE  
TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUL 2003)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

Number	Title	Clause/Provision
552.203-71	RESTRICTION ON ADVERTISING (SEP 1999)	Clause
552.215-71	EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD SCHEDULE) (JUL 2003)	Clause
552.215-72	PRICE ADJUSTMENT--FAILURE TO PROVIDE ACCURATE INFORMATION (AUG 1997)	Clause
552.229-70	FEDERAL, STATE, AND LOCAL TAXES (APR 1984)	Clause
552.232-23	ASSIGNMENT OF CLAIMS (SEP 1999)	Clause
552.232-8	DISCOUNTS FOR PROMPT PAYMENT (APR 1989) (DEVIATION FAR 52.232-8) (ALTERNATE I - MAY 2003)	Clause
552.238-71	SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICELISTS (SEP 1999) (DEVIATION I - DEC 2004)	Clause
552.238-74	INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2003)	Clause
552.238-75	PRICE REDUCTIONS (MAY 2004) (ALTERNATE I - MAY 2003)	Clause
552.243-72	MODIFICATIONS (MULTIPLE AWARD SCHEDULE) (JUL 2000) (DEVIATED I - SEP 2010)	Clause
552.246-73	WARRANTY--MULTIPLE AWARD SCHEDULE (MAR 2000) (ALTERNATE I -- MAY 2003)	Clause

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**Begin Regulation**

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**552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED  
TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS  
APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS  
(SEP 2003)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

<b>Number</b>	<b>Title</b>	<b>Clause/Provision</b>
552.238-70	IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR THE HANDICAPPED (SEP 1991)	Clause
552.238-72	IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (SEP 2003)	Clause

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**Begin Regulation**

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**552.216-70 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE  
AWARD SCHEDULE CONTRACTS (SEP 1999)  
(ALTERNATE I—SEP 1999)**

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:
  - (1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/pricelist that was used as the basis for the contract award.
  - (2) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).
  - (3) Increases are requested before the last 60 days of the contract period.
  - (4) At least 30 days elapse between requested increases.
- (c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed 10 percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.
- (d) The following material shall be submitted with the request for a price increase:

- (1) A copy of the commercial catalog/pricelist showing the price increase and the effective date for commercial customers.
  - (2) Commercial Sales Practice format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/pricelist, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
  - (3) Documentation supporting the reasonableness of the price increase.
- (e) The Government reserves the right to exercise one of the following options:
- (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;
  - (2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,
  - (3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.
- (f) The contract modification reflecting the price adjustment shall be signed by the Government and made effective upon receipt of notification from the Contractor that the new catalog/pricelist has been mailed to the addressees previously furnished by the Contracting Officer, provided that in no event shall such price adjustment be effective prior to the effective date of the commercial price increases. The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

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#### **Begin Regulation**

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### **552.216-72 PLACEMENT OF ORDERS (AUG 2010)**

- (a) Delivery orders (orders) will be placed by:

Authorized Ordering Agencies

(b) Orders may be placed through Electronic Data Interchange (EDI) or mailed in paper form. EDI orders shall be placed using the American National Standards Institute (ANSI) X12 Standard for Electronic Data Interchange (EDI) format.

(c) If the Contractor agrees, General Services Administration's Federal Acquisition Service (FAS) will place all orders by EDI using computer-to-computer EDI. If computer-to-computer EDI is not possible, FAS will use an alternative EDI method allowing the Contractor to receive orders by facsimile transmission. Subject to the Contractor's agreement, other agencies may place orders by EDI.

(d) When computer-to-computer EDI procedures will be used to place orders, the Contractor shall enter into one or more Trading Partner Agreements (TPA) with each Federal agency placing orders electronically in order to ensure mutual understanding by the parties of certain electronic transaction conventions and to recognize the rights and responsibilities of the parties as they apply to this method of placing orders. The TPA must identify, among other things, the third party provider(s) through which electronic orders are placed, the transaction sets used, security procedures, and guidelines for implementation. Federal agencies may obtain a sample format to customize as needed from the office specified in (g) below.

(e) The Contractor shall be responsible for providing its own hardware and software necessary to transmit and receive data electronically. Additionally, each party to the TPA shall be responsible for the costs associated with its use of third party provider services.

(f) Nothing in the TPA will invalidate any part of this contract between the Contractor and the General Services Administration. All terms and conditions of this contract that otherwise would be applicable to a mailed order shall apply to the electronic order.

(g) The basic content and format of the TPA will be provided by:

General Services Administration  
Office of the Chief Information Officer (OI),  
2100 Crystal Drive,  
Arlington, VA 22202

Telephone: (703) 605-9444

Note: Regulation 552.216-72 ordering agency
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**Begin Regulation**

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**552.216-73 ORDERING INFORMATION (AUG 2010)**

(a) In accordance with the Placement of Orders clause of this solicitation, the offeror elects to receive orders placed by GSA's Federal Acquisition Service (FAS) by either facsimile transmission or computer-to-computer Electronic Data Interchange (EDI).

(b) An offeror electing to receive computer-to-computer EDI is requested to indicate below the name, address, and telephone number of the representative to be contacted regarding establishment of an EDI interface.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) An offeror electing to receive orders by facsimile transmission is requested to indicate below the telephone number(s) for facsimile transmission equipment where orders should be forwarded.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(d) For mailed orders, the offeror is requested to include the postal mailing address(es) where paper form orders should be mailed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(e) Offerors marketing through dealers are requested to indicate below whether those dealers will be participating in the proposed contract.

YES NO

If "yes" is checked, ordering information to be inserted above shall reflect that in addition to offeror's name, address, and facsimile transmission telephone number, orders can be addressed to the offeror's name, c/o nearest local dealer. In this event, two copies of a list of participating dealers shall

accompany this offer, and shall also be included in Contractor's Federal Supply Schedule pricelist.

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**Begin Regulation**

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**552.228-5 GOVERNMENT AS ADDITIONAL INSURED (MAY 2009)**

(a) This clause supplements the requirements set forth in FAR clause 52.528-5, Insurance—Work on a Government Installation.

(b) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.

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**Begin Regulation**

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**552.238-76 Definition (Federal Supply Schedules)--Recovery  
Purchasing (FEB 2007)**

Ordering activity (also called "ordering agency" and "ordering office") means an eligible ordering activity (see 552.238-78, Alternate I) authorized to place orders under Federal Supply Schedule contracts.

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**Begin Regulation**

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**552.238-78 SCOPE OF CONTRACT (ELIGIBLE ORDERING  
ACTIVITIES) (SEP 2008) (ALTERNATE I — FEB 2007)**

(a) This solicitation is issued to establish contracts which may be used on a nonmandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for domestic delivery.

- (1) Executive agencies (as defined in Federal Acquisition Regulation Subpart 2.1) including nonappropriated fund activities as prescribed in 41 CFR 101-26.000;
- (2) Government contractors authorized in writing by a Federal agency pursuant to Federal Acquisition Regulation Subpart 51.1;
- (3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act);
- (4) Federal Agencies, including establishments in the legislative or judicial branch of government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol);
- (5) The District of Columbia;
- (6) Tribal governments when authorized under 25 U.S.C. 450j(k);
- (7) Qualified Nonprofit Agencies as authorized under 40 U.S.C. 502(b); and
- (8) Organizations, other than those identified in paragraph (d) of this clause, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply.

(b) Definitions.

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

(c) Offerors are requested to check one of the following boxes:

- ☐ Contractor will provide domestic and overseas delivery.
- ☐ Contractor will provide overseas delivery only.
- ☐ Contractor will provide domestic delivery only.

(d) The following activities may place orders against Federal Supply Schedules for products and services determined by the Secretary of Homeland Security to facilitate recovery from major disasters, terrorism, or nuclear, biological, chemical, or radiological attack, on an optional basis; PROVIDED, the Contractor accepts order(s) from such activities: State and local government entities, includes any state, local, regional or tribal government or any instrumentality thereof (including any local educational agency or institution of higher learning).

*State and local government entities*, means the states of the United States, counties, municipalities, cities, towns, townships, tribal governments, public authorities (including public or Indian housing agencies under the United States Housing Act of 1937), school districts, colleges and other institutions of higher education, council of governments (incorporated or not), regional or interstate government entities, or any agency or instrumentality of the preceding entities (including any local educational agency or institution of higher education), and including legislative and judicial departments. The term does not include contractors of, or grantees of, State or local governments.

(1) *Local educational agency* has the meaning given that term in section 8013 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7713).

(2) *Institution of higher education* has the meaning given that term in section 101(a) of the Higher Education Act of 1965 (20 U.S.C. 1001(a)).

(3) *Tribal government* means—

(i) The governing body of any Indian tribe, band, nation, or other organized group or community located in the continental United States (excluding the State of Alaska) that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and

(ii) Any Alaska Native regional or village corporation established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.).

(e) Articles or services may be ordered from time to time in such quantities as may be needed to fill any requirement, subject to the Order Limitations thresholds which will be specified in resultant contracts. Overseas activities may place orders directly with schedule contractors for delivery to CONUS port or consolidation point.

(f) (1) The Contractor is obligated to accept orders received from activities within the Executive branch of the Federal Government.

(2) The Contractor is not obligated to accept orders received from activities outside the Executive branch; however, the Contractor is encouraged to accept such orders. If the Contractor elects to accept such orders, all provisions of the contract shall apply, including clause 552.232-79, Payment by Credit Card. If the Contractor is unwilling to accept such orders, and the proposed method of payment is not through the Credit Card, the Contractor shall return the order by mail or

other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such orders, and the proposed method of payment is through the Credit Card, the Contractor must so advise the ordering activity within 24 hours of receipt of order. (Reference clause 552.232-79, Payment by Credit Card.) Failure to return an order or advise the ordering activity within the time frames of this paragraph shall constitute acceptance whereupon all provisions of the contract shall apply.

(g) The Government is obligated to purchase under each resultant contract a guaranteed minimum of \$2,500 (two thousand, five hundred dollars) during the contract term.

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### **Begin Regulation**

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#### **552.238-80 Use of Federal Supply Schedule Contracts by Certain Entities--Recovery Purchasing (FEB 2007)**

(a) If an entity identified in paragraph (d) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities)-- Alternate I, elects to place an order under this contract, the entity agrees that the order shall be subject to the following conditions:

(1) When the Contractor accepts an order from such an entity, a separate contract is formed which incorporates by reference all the terms and conditions of the Schedule contract except the Disputes clause, the patent indemnity clause, and the portion of the Commercial Item Contract Terms and Conditions that specifies "Compliance with laws unique to Government contracts" (which applies only to contracts with entities of the Executive branch of the U.S. Government). The parties to this new contract which incorporates the terms and conditions of the Schedule contract are the individual ordering activity and the Contractor. The U.S. Government shall not be liable for the performance or nonperformance of the new contract. Disputes which cannot be resolved by the parties to the new contract may be litigated in any State or Federal court with jurisdiction over the parties, applying Federal procurement law, including statutes, regulations and case law, and, if pertinent, the Uniform Commercial Code. To the extent authorized by law, parties to this new contract are encouraged to resolve disputes through Alternative Dispute Resolution. Likewise, a Blanket Purchase Agreement (BPA), although not a contract, is an agreement that may be entered into by the Contractor with such an entity and the Federal Government is not a party.

(2) Where contract clauses refer to action by a Contracting Officer or a Contracting Officer of GSA, that shall mean the individual responsible for placing the order for the ordering activity (e.g., Federal Acquisition Regulation 52.212-4 at paragraph (f) and FSS clause I-FSS-249 B).

(3) As a condition of using this contract, eligible ordering activities agree to abide by all terms and conditions of the Schedule contract, except for those deleted clauses or portions of clauses mentioned in paragraph (a)(1) of this clause. Ordering activities may include terms and conditions required by statute, ordinance, regulation, order, or as otherwise allowed by State and local government entities as a part of a statement of work (SOW) or statement of objective (SOO) to the extent that these terms and conditions do not conflict with the terms and conditions of the Schedule contract. The ordering activity and the Contractor expressly acknowledge that, in entering into an agreement for the ordering activity to purchase goods or services from the Contractor, neither the ordering activity nor the Contractor will look to, primarily or in any secondary capacity, or file any claim against the United States or any of its agencies with respect to any failure of performance by the other party.

(4) The ordering activity is responsible for all payments due the Contractor under the contract formed by acceptance of the ordering activity's order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(5) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason.

The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(6) The supplies or services purchased will be used for governmental purposes only and will not be resold for personal use. Disposal of property acquired will be in accordance with the established procedures of the ordering activity for the disposal of personal property.

(7) The state or local government ordering activity will be responsible for purchasing products or services to be used to facilitate recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) or to facilitate recovery from terrorism or nuclear, biological, chemical, or radiological attack.

(b) If the Schedule Contractor accepts an order from an entity identified in paragraph (d) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities)--Alternate I, the Contractor agrees to the following conditions--

(1) The ordering activity is responsible for all payments due the Contractor for the contract formed by acceptance of the order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(2) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall decline the order using the same means as those used to place the order. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(c) In accordance with clause 552.238-74, Industrial Funding Fee and Sales Reporting, the Contractor must report the quarterly dollar value of all sales under this contract. When submitting sales reports, the Contractor must report two dollar values for each Special Item Number--

(1) The dollar value for sales to entities identified in paragraph (a) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities)--Alternate I; and

(2) The dollar value for sales to entities identified in paragraph (d) of clause 552.238-78, Alternate I.

(d) A listing of the Federal Supply Schedule contracts for the products and services available for disaster recovery purchasing is accessible in GSA's Schedules e-Library at Web site <http://www.gsaelibrary.gsa.gov>. Click on the link, "Disaster Recovery Purchasing, State and Local." The participating Contractors and the products and services available for disaster recovery purchasing will be labeled with the Disaster Recovery Purchasing icon.

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#### **Begin Regulation**

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### **C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV 2003)**

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per



diem charges.

(c) **Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) **Insurance:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) **Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) **Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) **Overtime:** For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

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#### **Begin Regulation**

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### **CI-FSS-056 FEDERAL ACQUISITION REGULATION (FAR) PART 51 DEVIATION AUTHORITY (FEDERAL SUPPLY SCHEDULES) (JAN 2010)**

#### ***(a) General Background.***

On October 8, 2009, a class deviation to FAR Part 51 was granted by GSA's Senior Procurement Executive in accordance with FAR Subpart 1.404, Class deviations. The deviation permits federal contracting officers to authorize GSA contractors, who are performing an order on a time-and-material or labor-hour basis, to purchase supplies and services from schedule contractors or to process requisitions through the Global Supply Program.

(b) *Orders.*

Orders placed using the FAR Part 51 deviation shall be:

- (1) Placed on a time-and-materials (T&M)/labor-hour (LH) basis—an order placed by the Federal Government to the buying contractor can be partially fixed price, but the portion of the order for the items to be procured using the FAR Part 51 deviation shall be T&M/LH;
- (2) For ancillary supplies/services that are in support of the overall order such that the items are not the primary purpose of the work ordered, but are an integral part of the total solution offered;
- (3) Issued in accordance with the procedures in FAR 8.405-1, Ordering Procedures for supplies, and services not requiring a statement of work;
- (4) Placed by the Federal Government. The authorization is **NOT** available to state and local governments.

(c) For comprehensive guidance on the proper use the FAR Part 51 authority granted by the deviation, please refer to the Ordering Guide at [www.gsa.gov/far51deviation](http://www.gsa.gov/far51deviation).

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**Begin Regulation**

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**G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION  
(JUL 2003)**

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-74, Industrial Funding Fee and Sales Reporting (JUL 2003), including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change

(a) Domestic:

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

ZIP CODE \_\_\_\_\_

TELEPHONE NO. (\_\_\_\_\_) \_\_\_\_\_ FAX NO. \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

(b) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

ZIP CODE \_\_\_\_\_

TELEPHONE NO. (\_\_\_\_\_) \_\_\_\_\_ FAX NO. \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

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**Begin Regulation**

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**I-FSS-106 GUARANTEED MINIMUM (JUL 2003)**

The minimum that the Government agrees to order during the period of this contract is \$2,500. If the Contractor receives total orders for less than \$2,500 during the term of the contract, the Government will pay the difference between the amount ordered and \$2,500.

(a) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of GSA Form 72A reports (see GSAR 552.238-74 "Industrial Funding Fee and Sales Reporting") during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-74.

(b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

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**Begin Regulation**

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**I-FSS-108 CLAUSES FOR OVERSEAS COVERAGE (MAY 2000)**

The following clauses apply to overseas coverage.

52.214-34 Submission of Offers in the English Language  
52.214-35 Submission of Offers in U.S. Currency  
52.247-34 FOB Destination  
52.247-38 FOB Inland Carrier, Country of Exportation  
52.247-39 FOB Inland Point, Country of Importation  
C-FSS-412 Characteristics of Electric Current  
D-FSS-471 Marking and Documentation Requirements Per Shipment  
D-FSS-477 Transshipments  
F-FSS-202-F Delivery Prices  
I-FSS-314 Foreign Taxes and Duties  
I-FSS-594 Parts and Service

Note: Regulation I-FSS-108

Clauses 52.247-38 and 52.247-39 apply to products that are included in this solicitation.

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**Begin Regulation**

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**I-FSS-109 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAR 1998)**

(a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and pricelists, must reflect all terms and conditions in the English language.

(b) U.S. dollar equivalency, if applicable, will be based on the rates published in the "Treasury Reporting Rates of Exchange" in effect as of the date of the agency's purchase order or in effect during the time period specified elsewhere in this contract.

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**Begin Regulation**

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**I-FSS-140-B URGENT REQUIREMENTS (JAN 1994)**

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

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**Begin Regulation**

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**I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000)**

(a) The Government may require continued performance of this contract for an additional 5 year period when it is determined that exercising the option is advantageous to the Government considering price and other factors.. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:

(1) It is determined that exercising the option is advantageous to the Government considering price and the other factors covered in (2 through 4 below).

(2) The Contractor's electronic catalog/pricelist has been received, approved, posted, and kept current on GSA Advantage!™ in accordance with clause I-FSS-600, Contract Price Lists.

(3) Performance has been acceptable under the contract.

(4) Subcontracting goals have been reviewed and approved.

(b) The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30 days, unless otherwise noted, prior to the expiration of the contract or option.

(c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause).

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**Begin Regulation**

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**I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (JUL 2003)**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with contract clause 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

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**Begin Regulation**

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**I-FSS-50 PERFORMANCE REPORTING REQUIREMENTS (FEB 1995)**

- (a) This clause applies to all contracts estimated to exceed \$100,000.
- (b) Unless notified otherwise in writing by the Contracting Officer, the Contractor may assume contract performance is satisfactory.
- (c) If negative performance information is submitted by customer agencies, the Contracting Officer will notify the Contractor in writing and provide copies of any complaints received. The Contractor will have 30 calendar days from receipt of this notification to submit a rebuttal and/or a report of corrective actions taken.

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**Begin Regulation**

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**I-FSS-597 GSA *ADVANTAGE!*<sup>TM</sup> (SEP 2000)**

- (a) The Contractor must participate in the GSA *Advantage!*<sup>TM</sup> online shopping service. Information and instructions regarding contractor participation are contained in clause I-FSS-599, Electronic Commerce.
- (b) The Contractor also should refer to contract clauses 552.238-71, Submission and Distribution of Authorized GSA Schedule Pricelists (which provides for submission of pricelists on a common-use electronic medium), I-FSS-600, Contract Pricelists (which provides information on electronic contract data), and 552.243-72, Modifications (which addresses electronic file updates).

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**Begin Regulation**

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**I-FSS-599 ELECTRONIC COMMERCE—FACNET (SEP 2006)**

- (a) General Background.

The Federal Acquisition Streamlining Act (FASA) of 1994 establishes the Federal Acquisition Computer Network (FACNET) requiring the Government to evolve its acquisition process from one driven by paperwork into an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI means more than merely automating manual processes and eliminating paper transactions. It can and will help to move business processes (e.g., procurement, finance, logistics, etc.) into a fully electronic environment and fundamentally change the way organizations operate.

- (b) Trading Partners and Value-Added Networks (VAN's).

Within the FACNET architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and contractors (now known as "trading partners"). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN's).

EDI can be done using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision contractors must make. There are many different VAN's which provide a variety of electronic services and different pricing strategies. If your VAN only provides communications services, you may also need a software translation package.

(c) Registration Instructions.

DOD will require Contractors to register as trading partners to do business with the Government. This policy can be reviewed via the INTERNET at [http://www.defenselink.mil/releases/1999/b03011999\\_bt079-99.html](http://www.defenselink.mil/releases/1999/b03011999_bt079-99.html).

To do EDI with the Government, Contractors must register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners, called the Central Contractor Registration (CCR) <http://www.ccr.gov/>, has been developed. All Government procuring offices and other interested parties will have access to this central repository. The database is structured to identify the types of data elements which are public information and those which are confidential and not releasable.

To register, contractors must provide their Dun and Bradstreet (DUNS) number. The DUNS number is available by calling 1(800)333-0505. It is provided and maintained free of charge and only takes a few minutes to obtain. Contractors will need to provide their Tax Identification Number (TIN). The TIN is assigned by the Internal Revenue Service by calling 1(800)829-1040. Contractors will also be required to provide information about company bank or financial institution for electronic funds transfer (EFT).

Contractors may register through on-line at <http://www.ccr.gov/> or through their Value Added Network (VAN) using an American National Standards Institute (ANSI) ASC X12 838 transaction set, called a "Trading Partner Profile." A transaction set is a standard format for moving electronic data. VAN's will be able to assist contractors with registration.

(d) Implementation Conventions.

All EDI transactions must comply with the Federal Implementation Conventions (IC's). Many VAN's and software providers have already built the IC requirements into their products. If you need to see the IC's, they are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at <http://www.itl.nist.gov/lab/csl-pubs.htm>. IC's are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional Information.

GSA has additional information available for vendors who are interested in starting to use EC/EDI. Contact the Contracting Officer for a copy of the latest handbook. Several resources are available to vendors to assist in implementing EC/EDI; specific addresses are available in the handbook or from the Contracting Officer:

- (1) Electronic Commerce Resource Centers (ECRC's) are a network of U.S. Government-sponsored centers that provide EC/EDI training and support to the contractor community. They are found in over a dozen locations around the country.
- (2) Procurement Technical Assistance Centers (PTAC's) and Small Business Development Centers (SBDC's) provide management assistance to small business owners. Each state has several locations.
- (3) Most major US cities have an EDI user group of companies who meet periodically to share information on EDI-related subjects.

(f) GSA Advantage!<sup>TM</sup>.

(1) GSA Advantage!<sup>TM</sup> will use this FACNET system to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. GSA Advantage!<sup>TM</sup> enables customers to:

- (i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; vendor; and generic product categories.
- (ii) Generate their own EDI delivery orders to contractors, generate EDI delivery orders from the Federal Supply Service to contractors, or download files to create their own delivery orders.
- (iii) Use the Federal IMPAC VISA.

(2) GSA Advantage!<sup>TM</sup> may be accessed via the GSA Home Page. The INTERNET address is: <http://www.gsa.gov>, or <http://www.fss.gsa.gov>.

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**Begin Regulation**

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**I-FSS-60 PERFORMANCE INCENTIVES (APR 2000)**

- (a) Performance incentives may be agreed upon between the contractor and the ordering office on individual orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- (b) The ordering office must establish a maximum performance incentive price for these services and/or total solutions, on individual orders or Blanket Purchase Agreements.
- (c) Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

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**Begin Regulation**

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**I-FSS-600 CONTRACT PRICE LISTS (JUL 2004)**

(a) Electronic Contract Data.

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed electronic format as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price Lists.

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete; correct; readable; virus-free; and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as GSA Advantage!, a menu-driven database system that provides on-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 6 months after award. Contractors should refer to clause I-FSS-597, GSA Advantage! for further information.

(3) Further details on EDI, ICs, and GSA Advantage! can be found in clause I-FSS-599, Electronic Commerce.

(4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor's Federal Supply Schedule price list. The identifier URL is located at <http://www.gsa.gov/logos>. All resultant "web price lists" shown on the contractor's web site must be in accordance with section (b)(3)(ii) of this clause and nothing other than what was accepted /awarded by the Government may be included. If the contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the contractor on an open market basis.

(5) The contractor is responsible for keeping all electronic catalog data up to date; e.g., prices, product deletions and replacements, etc.

(b) Federal Supply Schedule Price Lists.

(1) The Contractor must also prepare, print, and distribute a paper Federal Supply Schedule Price List as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price Lists. This must be done as set forth in this paragraph (b).

(2) The Contractor must prepare a Federal Supply Schedule Price List by either:

(i) Using the commercial catalog, price list, schedule, or other document as accepted by the Government, showing accepted discounts, and obliterating all items, terms, and conditions not accepted by the Government by lining out those items or by a stamp across the face of the item stating "NOT UNDER CONTRACT" or "EXCLUDED"; or

(ii) Composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list less discounts accepted by the Government. In this instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)".

(3) The cover page of the Federal Supply Schedule Price List must include the following information prepared in the format set forth in this subparagraph (b)(3):

(i) GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address GSA Advantage! is: [GSAAdvantage.gov](http://GSAAdvantage.gov).

Schedule Title

FSC Group, Part, and Section or Standard Industrial Group (as applicable)

FSC Class(es)/Product code(s) and/or Service Codes (as applicable)

Contract number

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at [fss.gsa.gov](http://fss.gsa.gov).

Contract period.

Contractor's name, address, and phone number (include toll-free WATS number and FAX number, if applicable)

Contractor's internet address/web site where schedule information can be found (as applicable). Contract administration source (if different from preceding entry).

Business size.

(ii) CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this



information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.

2. Maximum order.

3. Minimum order.

4. Geographic coverage (delivery area).

5. Point(s) of production (city, county, and State or foreign country).

6. Discount from list prices or statement of net price.

7. Quantity discounts.

8. Prompt payment terms.

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.

10. Foreign items (list items by country of origin).

11a. Time of delivery. (Contractor insert number of days.)

11b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.

11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.

11d. Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also

contact the Contractor's representative to effect a faster delivery.

12. F.O.B. point(s).

13a. Ordering address(es).

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address(es).

15. Warranty provision.

16. Export packing charges, if applicable.

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).

18. Terms and conditions of rental, maintenance, and repair (if applicable).

19. Terms and conditions of installation (if applicable).

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).

20a. Terms and conditions for any other services (if applicable).

21. List of service and distribution points (if applicable).

22. List of participating dealers (if applicable).

23. Preventive maintenance (if applicable).

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: [www.Section508.gov/](http://www.Section508.gov/).

25. Data Universal Number System (DUNS) number.

26. Notification regarding registration in Central Contractor Registration (CCR) database.

(4) Amendments to Federal Supply Schedule Price Lists must include on the cover page the same information as the basic document plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.

(5) The Contractor must provide two of the Federal Supply Schedule Price Lists (including covering letters), to the Contracting Officer 30 days after the date of award. Accuracy of information and computation of prices is the responsibility of the Contractor. NOTE: The obliteration discussed in subdivision (b)(2)(i) of this clause must be accomplished prior to the printing and distribution of the Federal Supply Schedule Price Lists.

(6) Inclusion of incorrect information (electronically or in paper) will cause the Contractor to reprint/resubmit/correct and redistribute the Federal Supply Schedule Price List, and may constitute sufficient cause for Cancellation, applying the provisions of 52.212-4, Contract Terms and Conditions (paragraph (m), Termination for Cause), and application of any other remedies as provided by law—including monetary recovery.

(7) In addition, one copy of the Federal Supply Schedule Price List must be submitted to the **National Customer Service Center, Bldg. No. 4, 1500 E. Bannister Road, Kansas City, MO 64131.**

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**Begin Regulation**

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**I-FSS-639 CONTRACT SALES CRITERIA (MAR 2002)**

(a) A contract will not be awarded unless anticipated sales are expected to exceed \$25,000 within the first 24 months following contract award, and are expected to exceed \$25,000 in sales each 12-month period thereafter.

(b) The Government may cancel the contract in accordance with clause 552.238-73, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.

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**Begin Regulation**

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**I-FSS-644 DEALERS AND SUPPLIERS (OCT 1988)**

When requested by the Contracting Officer, if other than the manufacturer, the offeror must submit prior to award of a contract, either (1) a letter of commitment from the manufacturer which will assure the offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) evidence that the offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period.

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**Begin Regulation**

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**I-FSS-646 BLANKET PURCHASE AGREEMENTS (MAY 2000)**

Blanket Purchase Agreements (BPA's) can reduce costs and save time because individual orders and invoices are not required for each procurement but can instead be documented on a consolidated basis. The Contractor agrees to enter into BPA's with ordering activities provided that:

(a) The period of time covered by such agreements shall not exceed the period of the contract including option year period(s);

(b) Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract; and

(c) BPAs may be established to obtain the maximum discount (lowest net price) available in those schedule contracts containing volume or quantity discount arrangements.

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**Begin Regulation**

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**I-FSS-680 DISSEMINATION OF INFORMATION BY CONTRACTOR (APR 1984)**

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

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**Begin Regulation**

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**I-FSS-965 INTERPRETATION OF CONTRACT REQUIREMENTS  
(APR 1984)**

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

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**Begin Regulation**

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**I-FSS-969 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD  
SCHEDULE (JAN 2002)**

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:

(1) Adjustments based on escalation rates negotiated prior to contract award. Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) Adjustments based on an agreed-upon market indicator prior to award. The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

(c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above.:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed Ten percent (10%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Commercial Sales Practice format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: No price increase shall be effective until the Government receives the electronic file updates pursuant to GSAR 552.243-72, Modifications (Multiple Award Schedule).

(h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, "Price Reductions"; and 552.215-72, "Price Adjustment -- Failure to Provide Accurate Information." In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

Clause 52.252-2 incorporates two versions of clause 52.212-4:

52.212-4 (JUNE 2010) (DEVIATION I FEB 2007) applies to fixed price orders.

52.212-4 (JUNE 2010) (ALTERNATE I OCT 2008) (DEVIATION I FEB 2007) applies to Time-and-Materials or Labor Hour orders.

## Part III - VENDOR INSTRUCTIONS

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### Begin Regulation

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#### **52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are \_\_\_\_\_ are not \_\_\_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have \_\_\_\_\_ have not \_\_\_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are \_\_\_\_\_ are not \_\_\_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have \_\_\_\_\_ have not \_\_\_\_\_, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has \_\_\_\_\_ has not \_\_\_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal Agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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#### **Begin Regulation**

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### **52.209-7 INFORMATION REGARDING RESPONSIBILITY**

**MATTERS (JAN 2011)**

(a) *Definitions.* As used in this provision —

*Administrative proceeding* means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

*Federal contracts and grants with total value greater than \$10,000,000* means —

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

*Principal* means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror \_\_\_\_\_ has \_\_\_\_\_ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in —

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.



(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

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**Begin Regulation**

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**52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING  
DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING  
DATA (OCT 2010) (ALTERNATE IV — OCT 2010)**

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: *[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.403-3.]*

Pricing information as described in 552.212-70 and SCP-FSS-002.

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**Begin Regulation**

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**52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, \_\_\_\_\_ intends, \_\_\_\_\_ does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (Street Address, City, State, County, Zip Code)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT

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**Begin Regulation**

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**52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Fixed Price with Economic Price Adjustment; Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

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**Begin Regulation**

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**52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

General Services Administration  
General Services Administration Federal Acquisition Service Management Services Center 400  
15th Street SW Auburn, WA 98001 NOTE: Protests of task orders shall be filed directly with the  
ordering activity at the address designated by the ordering agency Contracting Officer.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

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**Begin Regulation**

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**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY  
REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

For contract provisions which are contained in the Federal Acquisition Regulation (FAR) the address is <http://acquisition.gov/far>.

Number	Title	Clause/Provision
52.212-1	INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (JUN 2008)	Provision
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)	Provision
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)	Provision
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (FEB 1999)	Provision
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)	Provision
52.237-1	SITE VISIT (APR 1984)	Provision
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)	Provision
552.219-72	PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS (JUN 2005)	Provision
552.233-70	PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION (MAR 2000)	Provision
552.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS (SEP 1999) (DEVIATION FAR 52.252-5)	Provision

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**Begin Regulation**

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**552.216-74 TASK-ORDER AND DELIVERY-ORDER  
OMBUDSMAN (AUG 2010)**

GSA has designated a Task-Order and Delivery-Order Ombudsman who will review complaints from contractors and ensure that they are afforded a fair opportunity for consideration in the award of task or delivery orders under Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts, consistent with the procedures in the contract. Written complaints shall be submitted to the Ombudsman, with a copy to the Contracting Officer.

In the case that the contractor is not satisfied with the resolution of the complaint by the GSA Task-Order and Delivery-Order Ombudsman, the contractor may follow the procedures outlined in subpart 33.1.

The GSA Ombudsman is the Director, Office of Acquisition Integrity located at:

General Services Administration (GSA),  
Office of Governmentwide Policy (OGP),  
Office of Acquisition Policy (MV),  
Acquisition Integrity Division (MVA),  
1800 F Street, NW., Room 4014,  
Washington, D.C. 20405,  
Telephone: (202) 219-3454,  
Fax: (202) 219-3615,  
Email: joseph.neurauter@gsa.gov.

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**Begin Regulation**

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**552.217-71 NOTICE REGARDING OPTION(S) (NOV 1992)**

The General Services Administration (GSA) has included an option to extend the term of the contract period in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

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**Begin Regulation**

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**552.232-82 CONTRACTOR'S REMITTANCE (PAYMENT)  
ADDRESS (MAY 2003)**

(a) Payment by electronic funds transfer (EFT) is the preferred method of payment. However, under certain conditions, the ordering activity may elect to make payment by check. The offeror shall indicate below the payment address to which checks should be mailed for payment of proper invoices submitted under a resultant contract.

PAYMENT ADDRESS

(b) Offeror shall furnish by attachment to this solicitation, the remittance (payment) addresses of all authorized participating dealers receiving orders and accepting payment by check in the name of the Contractor in care of the dealer, if different from their ordering address(es) specified elsewhere in this solicitation. If a dealer's ordering and remittance address differ, both must be furnished and identified as such.

(c) All offerors are cautioned that if the remittance (payment) address shown on an actual invoice differs from that shown in paragraph (b) of this provision or on the attachment, the remittance address(es) in paragraph (b) of this provision or attached will govern. Payment to any other address, except as provided for through EFT payment methods, will require an administrative change to the contract.

Note: All orders placed against a Federal Supply Schedule contract are to be paid by the individual ordering activity placing the order. Each order will cite the appropriate ordering activity payment address, and proper invoices should be sent to that address. Proper invoices should be sent to GSA only for orders placed by GSA. Any other ordering activity's invoices sent to GSA will only delay your payment.

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**Begin Regulation**

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**A-FSS-11 CONSIDERATION OF OFFERS UNDER STANDING  
SOLICITATION (DEC 2000)**

(a) This solicitation is a standing solicitation from which the Government contemplates award of contracts for supplies/services listed in the Schedule of Items. This solicitation will remain in effect unless replaced by an updated solicitation.

(b) There is no closing date for receipt of offers; therefore, offers may be submitted for consideration at any time.

(c) An offer may be rejected if an offeror fails to meet timeframes established by the Contracting Officer either to address deficiencies in the offer or to submit a final proposal revision. A resubmission(s) is permitted; however, it may be rejected immediately if it is still deficient in the area(s) that caused its initial rejection.

(d) Contracts awarded under this solicitation will be in effect for 5 years from the date of award, unless further extended, pursuant to clause I-FSS-163, Option to Extend the Term of the Contract (Evergreen), canceled pursuant to the Cancellation clause, or terminated pursuant to the termination provisions of the contract.

(e) Current contractors may submit a new offer as early as 9 months prior to the expiration of the existing contract.

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**Begin Regulation**

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**A-FSS-12-C PERIOD FOR ACCEPTANCE OF OFFERS (NOV 1997)**

Paragraph (c) of the provision 52.212-1, Instructions to Offerors—Commercial Items, is revised to read as follows: The offeror agrees to hold the prices in its offer firm for 150 calendar days from the date of the offer, within which offer may be accepted.

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**Begin Regulation**

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**A-FSS-41 INFORMATION COLLECTION REQUIREMENTS AND**

**HOURS OF OPERATION (NOV 1999)**

(a) "The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163."

(b) "GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Requests for preaward debriefings postmarked or otherwise submitted after 4:30 p.m. will be considered submitted the following business day. Requests for postaward debriefings delivered after 4:30 p.m. will be considered received and filed the following business day."

**Begin Regulation****B-FSS-96 ESTIMATED SALES (NOV 1997)**

The "Estimated Sales" column of the Schedule of Items shows (1) a twelve-month reading of purchases in dollars or purchases in units as reported by the previous Contractor(s), or (2) estimates of the anticipated dollar volume where the item is new. The absence of a figure indicates that neither reports of previous purchases nor estimates of sales are available.

The SINS for schedule number 00CORP are listed below

<b>SIN #</b>	<b>SIN Title</b>	<b>Total Sales in \$</b>
C003 01	Smart Buildings Systems Integrator -	\$0
C51 56	Repair of Government-Owned Equipment (all equipment covered under Schedule 36) for equipment not under Maintenance Service Agreement -	\$0
C51 57	Maintenance Service Agreement For Copiers -	\$0
C51 58	Lease to Ownership Plans (LTOP) Copiers -	\$0
C51 58A	Operating Lease Plan For Copiers -	\$0
C51 58B	Operating Lease Plan - (All Other Products) -	\$0
C51 100	Copiers -	\$0
C51 100C	Cost-per-Copy Plan for Copiers (to include Analog, Digital, Multifunctional & Engineer Copiers) -	\$0
C51 100F	Flat Rate Monthly Fee Copying Plan For Copiers -	\$0
C51 101 2	Consumable Supplies for Copiers, Computers Printers and Fax Machines -	\$0
C51 101 7	Transparency Film -	\$0
C51 208	Maintenance Service Agreement For all Other Equipment Repair, replacement, and spare parts for equipment other than copiers, including their associated accessories and attachments. -	\$0
C51 212	Post Copying/Finishing Equipment and Supplies -	\$0
C51 229	Digital Duplicating Equipment -	\$0
C51 409	Network, Optical Imaging Systems and Solutions -	\$0
C51 501	Needs Assessment and Analysis Services -	\$0
C51 503	Education and Training Support Services -	\$0
C51 504	Records Management Services -	\$0
C51 505	Document Production On-site and Off-site Services -	\$0
C51 506	Document Conversion Services -	\$0
C51 507	Destruction Services -	\$0

C51 508	Litigation Support Services -	\$0
C51 509	Network Connectivity Support Services -	\$0
C51 B36 2A	International -	\$0
C100 01	Introduction of New Services -	\$0
C100 02	Ancillary Repair and Alterations -	\$0
C100 03	Ancillary Supplies and/or Services -	\$0
C132 3	Leasing of Products SUBJECT TO COOPERATIVE PURCHASING	\$0
C132 4	Daily/Short Term Rental SUBJECT TO COOPERATIVE PURCHASING -	\$0
C132 8	Purchase Of New Equipment - SUBJECT TO COOPERATIVE PURCHASING	\$0
C132 9	Purchase of Used or Refurbished Equipment - SUBJECT TO COOPERATIVE PURCHASING	\$0
C132 12	Equipment Maintenance - SUBJECT TO COOPERATIVE PURCHASING	\$0
C132 32	Term Software License - SUBJECT TO COOPERATIVE PURCHASING	\$0
C132 33	Perpetual Software License - SUBJECT TO COOPERATIVE PURCHASING -	\$0
C132 34	Maintenance of Software as a Service - SUBJECT TO COOPERATIVE PURCHASING -	\$0
C132 50	Training Courses - SUBJECT TO COOPERATIVE PURCHASING -	\$0
C132 51	Information Technology Professional Services SUBJECT TO COOPERATIVE PURCHASING	\$0
C132 52	Electronic Commerce and Subscription Services SUBJECT TO COOPERATIVE PURCHASING	\$0
C132 53	Wireless Services - SUBJECT TO COOPERATIVE PURCHASING -	\$0
C371 001	Grounds Maintenance -	\$0
C371 002	Tree Planting/Trimming/Removal -	\$0
C371 003	Pest Control -	\$0
C371 004	Cemetery Maintenance -	\$0
C382 1	TRANSLATION SERVICES -	\$0
C382 2	Intpretation Services -	\$0
C382 3	Training and Educational Materials -	\$0
C382 4	Comprehensive Linguistic Analytical Support Services -	\$0
C382 5	Services for the Visual and Hearing Impaired -	\$0
C520 1	Program Financial Advisor -	\$0
C520 2	Transaction Specialist -	\$0
C520 3	Due Diligence and Support Services -	\$0
C520 4	Debt Collection -	\$0
C520 5	Loan Servicing & Asset Management	\$0
C520 6	Professional Legal Services -	\$0
C520 7	Financial & Performance Audits	\$0
C520 8	Complementary Audit Services -	\$0
C520 9	Recovery Audits	\$0

C520 10	Transportation Audits (SMALL BUSINESS SET ASIDE) -	\$0
C520 11	Accounting -	\$0
C520 12	Budgeting -	\$0
C520 13	Complementary Financial Management Services -	\$0
C520 14	Audit & Financial Training Services (SMALL BUSINESS SET ASIDE) -	\$0
C520 15	Outsourcing Recurring Commercial Activities for Financial Management Services -	\$0
C520 16	Business Information Services -	\$0
C520 17	Risk Assessment and Mitigation Services -	\$0
C520 18	Independent Risk Analysis -	\$0
C520 19	Data Breach Analysis -	\$0
C520 20	Comprehensive Protection Solutions -	\$0
C520 21	Program Management Services -	\$0
C520 22	Grants Management Support Services -	\$0
C541 001	Independent Elevator Inspection Services -	\$0
C541 1	Advertising Services -	\$0
C541 2	Public Relations Services -	\$0
C541 3	Web Based Marketing Services (Small Business Set-Aside)	\$0
	-	
C541 4A	Market Research and Analysis -	\$0
C541 4B	Video/Film Production -	\$0
C541 4C	Exhibit Design and Implementation Services -	\$0
C541 4D	Conference, Events and Tradeshow Planning Services (Small Business Set-Aside) -	\$0
C541 4E	Commercial Photography Services (Small Business Set-Aside) -	\$0
C541 4F	Commercial Art and Graphic Design Services (Small Business Set-Aside) -	\$0
C541 4G	Challenges and Competition Services	\$0
C541 5	Integrated Marketing Services -	\$0
C541 1000	Other Direct Costs (ODCs) are expenses other than labor hours -	\$0
C541 2000	Other Direct Costs (ODCs) are expenses other than labor hours (Small Business Set-Aside) -	\$0
C561 001	Fire Alarm System Preventative Maintenance and Repair Services -	\$0
C561 002	Water Based Fire Suppression System Preventative Maintenance and Repair Services -	\$0
C595 21	Human Resource -	\$0
C595 25	EEO Services -	\$0
C595 27	HR Support: Pre-Employment Background Investigations -	\$0
C595 28	HR Support: Social Services -	\$0
C733 1	Mail Room Management Services -	\$0
C733 2	Presort Mail -	\$0
C733 3	Miscellaneous Mail Services -	\$0
C733 4	List Management Services -	\$0
C733 5	Mailroom Ergonomic Analysis Services -	\$0

C733 6	Mail Screening and Inspection Services -	\$0
C760 1	Books and Pamphlets -	\$0
C760 2	Periodicals, Subscription Services -	\$0
C760 3	Editorial, Publishing, and Library Media Services -	\$0
C760 4	On-Line Book Selling and Associated Items -	\$0
C760 5	Lending Library Services -	\$0
C760 6	Entertainment, News, and Library Media -	\$0
C801 001	Surface Preparation -	\$0
C801 002	Application of Chemical Compounds -	\$0
C811 001	Elevator and Escalator Preventative Maintenance -	\$0
C811 002	Complete Facilities Maintenance -	\$0
C811 003	Complete Facilities Management -	\$0
C811 004	Electrical, and all Utility Services limited to Facility Maintenance -	\$0
C811 005	Refrigeration, Heating, Ventilation, Air Conditioner, Boiler and Chiller HVAC Maintenance -	\$0
C811 006	Facilities Maintenance and Management Consulting -	\$0
C812 001	Dry Docking Services -	\$0
C812 002	Dockside Maintenance & Repair Services -	\$0
C871 1	Strategic Planning for Technology Programs/Activities -	\$0
C871 2	Concept Development and Requirements Analysis -	\$0
C871 3	System Design, Engineering and Integration -	\$0
C871 4	Test and Evaluation -	\$0
C871 5	Integrated Logistics Support -	\$0
C871 6	Acquisition and Life Cycle Management -	\$0
C871 7	Construction Management -	\$0
C871 202	Energy Management Planning and Strategies -	\$0
C871 203	Training on Energy Management -	\$0
C871 204	Metering Services -	\$0
C871 205	Energy Program Support Services -	\$0
C871 206	Building Commissioning Services -	\$0
C871 207	Energy Audit Services -	\$0
C871 208	Resource Efficiency Management (REM) -	\$0
C871 209	Innovations in Energy -	\$0
C871 210	Water Conservation -	\$0
C871 211	Energy Consulting Services -	\$0
C874 1	Consulting Services -	\$0
C874 2	Facilitation Services:	\$0
C874 3	Survey Services:	\$0
C874 4	Training Services: Instructor Led Training, Web Based Training Web Based Training and Education Courses, Course Development and Test Administration -	\$0
C874 6	Acquisition Management Support -	\$0
C874 7	Program and Project Management Services -	\$0
C874 8	DAU and FAI Certified DAWIA and FAC Acquisition Workforce Training for GS-1102 and non-1102 Personnel -	\$0
C874 9	Off-the-Shelf and Customizable Print, Audio, and Visual Instructional Training Devices -	\$0



C874 501	Supply and Value Chain Management -	\$0
C874 503	Distribution and Transportation Logistics Services -	\$0
C874 504	Deployment Logistics Services -	\$0
C874 505	Logistics Training Services -	\$0
C874 507	Operations & Maintenance Logistics Management and Support Services -	\$0
C899 1	Environmental Consulting Services - Under this SIN, only consulting services may be performed.	\$0
C899 3	Environmental Training Services -	\$0
C899 5	Materials and Waste Recycling and Disposal Services -	\$0
C899 7	Geographic Information Systems (GIS) Services -	\$0
C899 8	Remediation and Reclamation Services -	\$0

Note: Regulation B-FSS-96  
SEE PART I - SPECIAL ITEM NUMBER CROSSWALK OR SCOPE OF SCHEDULE SECTIONS FOR MORE CURRENT ESTIMATED SALES INFORMATION

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**Begin Regulation**

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**K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)**

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail addresses of the authorized negotiators.)

NAMES & TITLES	TELEPHONE NUMBERS	ELECTRONIC MAIL ADDRESSES

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**Begin Regulation**

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**L-FSS-101 FINAL PROPOSAL REVISION (JUN 2002)**

(a) Upon the conclusion of discussions the Contracting Officer will request a final proposal revision. Oral requests will be confirmed in writing.

(b) The request will include—

- (1) Notice that discussions are concluded;
- (2) Notice that this is the opportunity to submit a final proposal revision;

(3) The specified cutoff date and time;

(4) A statement that any modification proposed as a result of the final proposal revision must be received by the date and time specified and will be subject to the Late Submissions, Modifications, and Withdrawals of Proposals provision of this solicitation.

(c) The Contracting Officer will not reopen discussions after receipt of final proposal revisions unless it is clearly in the interests of the Government to do so. If discussions are reopened, the Contracting Officer will issue an additional request for final proposal revision.

(d) It is the Contracting Officer's desire to conclude negotiations by the specified cut-off date and time established in the final proposal revision request..

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**Begin Regulation**

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**L-FSS-400 INTRODUCTION OF NEW SERVICES/PRODUCTS  
(INSP) (NOV 2000)**

(a) Definition.

*Introduction of New Services/Products Special Item Number (INSP/SIN)* means a new or improved service or product— within the scope of the Federal Supply Schedule, but not currently available under any Federal Supply Service contract— that provides a new service, function, task, or attribute that may provide a more economical or efficient means for Federal agencies to accomplish their mission. It may significantly improve an existing service or product. It may be a service or product existing in the commercial market, but not yet introduced to the Federal Government.

(b) Offerors are encouraged to introduce new services or products via the Introduction of New Services/Products Special Item Number (INSP/SIN). A new or improved service or product can be offered at anytime. Offerors are requested to clearly identify the INSP/SIN item in the offer.

(c) The Contracting Officer will evaluate and process the INSP/SIN offer. A technical review may be performed. Offerors may be required to demonstrate that the service or product can provide a more economical or efficient means for Federal agencies to accomplish their mission. The Contracting Officer has the sole discretion to determine whether a product or service will be accepted as an INSP/SIN item. The INSP/SIN provides temporary placement until the new service or product can be formally categorized.

(d) If the Contractor has an existing Multiple Award Schedule contract, the Government may, at the sole discretion of the Contracting Officer, modify the existing contract to include the INSP/SIN item in accordance with 552.243-72, Modifications (Multiple Award Schedule).

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**Begin Regulation**

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**L-FSS-59 AWARD (APR 1984)**

Until a formal notice of award is issued, no communication by the Government, whether written or oral, shall be interpreted as a promise that an award will be made.

## Part IV - EVALUATION FACTORS FOR CONTRACT AWARD

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### Begin Regulation

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#### **52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011) (ALTERNATE I – JAN 2011)**

- (a) (1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.
- (2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.
- (b) (1) The Contractor will receive notification when the Government posts new information to the Contractor's record.
- (2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
- (3) (i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.
- (ii) As required by section 3010 of Public Law 111–212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

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### Begin Regulation

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#### **552.212-73 EVALUATION—COMMERCIAL ITEMS (MULTIPLE AWARD SCHEDULE) (AUG 1997)**

- (a) The Government may make multiple awards for the supplies or services offered in response to this solicitation that meet the definition of a "commercial item" in FAR 52.202-1. Awards may be made to those responsible offerors that offer reasonable pricing, conforming to the solicitation, and will be most advantageous to the Government, taking into consideration the multiplicity and complexity of items of various manufacturers and the differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, and other pertinent factors. By providing a selection of comparable supplies or services, ordering activities are afforded the opportunity to fulfill their requirements with the item(s) that constitute the best value and that meet their needs at the lowest overall cost.
- (b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

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### Begin Regulation

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**CI-FSS-151 ADDITIONAL EVALUATION FACTORS FOR AWARD  
(MAR 2008)**

(a) The Government will consider award for a responsible Offeror, whose offer conforms to all solicitation requirements, is determined technically acceptable, has acceptable past performance, and whose prices are determined fair and reasonable.

(1) Section I Administrative/Contract Data: Section I Administrative/Contract Data will be evaluated for its successful completion of all requirements outlined in the Instructions to Offerors in Part II of the Solicitation Document. The firm must be determined financially responsible based on the financial information provided.

(2) Section II Technical Proposal:

(i) Section II Technical Proposal will be reviewed, evaluated and rated acceptable or unacceptable (Go/No Go) based on the four technical evaluation factors described in the Specific Proposal Submission Instructions to Offerors in the Cover Page of the Solicitation document. Award will be made on a SIN-by-SIN basis. A rating of “unacceptable” under any evaluation factor will result in an “unacceptable” rating overall for that SIN. Offers determined technically unacceptable for all proposed SINs will be rejected.

(ii) Factor One – *Corporate Experience*: Failure to provide the information as described in the Specific Proposal Submission Instructions for Factor One will result in an “unacceptable” rating for that SIN. The Offeror shall have demonstrated that the firm can successfully perform, administer and complete ordering activity tasks that may be awarded against a contract awarded under this solicitation. They must also demonstrate that the services proposed for each SIN are within the Scope of Work in Part I of this solicitation.

(iii) Factor Two – *Relevant Project Experience*: The Offeror must submit the information described in Factor Two of the Specific Proposal Submission Instructions located on the Cover Page of the solicitation, and must also demonstrate the successful completion of orders which are of a similar or greater complexity to the orders described in the statement of work in Part I of the solicitation.

(iv) Factor Three – *Past Performance*: Failure to provide information as described in Factor Three of the Specific Proposal Submission Instructions may result in an “unacceptable” rating for the Technical Proposal. The results of the Open Ratings Past Performance Evaluation will be considered, along with other information available to the Contracting Officer in determining the past performance rating of the Offeror. The Government reserves the right to consider any other pertinent information which comes to the attention of the Government regarding the Offeror’s past performance. The Government will consider the Offeror’s performance in the following key areas: Overall Performance, Reliability, Cost, Order Accuracy, Delivery/Timeliness, Quality, Business Relations, Personnel, Customer Support, and Responsiveness. Those Offerors demonstrating a pattern of consistent acceptable performance will receive an acceptable rating.

(v) Factor Four – *Quality Control Plan*: Failure to provide the required information as described in Factor Four of the Specific Proposal Submission Instructions to Offerors may result in an “unacceptable” rating for the Technical Proposal.

(vi) Offerors are on notice that proposals that are unrealistic in terms of technical commitment, lack technical competence, or are indicative of failure to comprehend the complexities and risks of solicitation requirements will be rejected.

(3) Section III Price Proposal:

(i) Section III Price Proposal will be evaluated for its successful completion of all requirements outlined in the Specific Proposal Submission Instructions in the Cover Page of the solicitation document. In order for the Section III Pricing proposal to be rated acceptable, the Contracting Officer must determine that the proposed pricing is fair, reasonable, and supportable, based on the submission of sufficient pricing information as outlined in the Proposal Submission Special Instructions.

(ii) The proposed pricing must be advantageous to the Government, and inclusive of the Industrial Funding Fee (IFF). If the rates offered are not "equal to or lower than" the MFC, an acceptable justification must be provided.

Note: The Government reserves the right to award without discussions. Therefore, the Offeror's initial proposal should contain the best terms from a price and technical standpoint.

## Part V - OFFEROR REPRESENTATIONS & CERTIFICATION

### Begin Regulation

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS — COMMERCIAL ITEMS (MAR 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision —

“*Forced or indentured child labor*” means all work or service —

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“*Manufactured end product*” means any end product in Federal Supply Classes (FSC) 1000-9999, except —

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“*Place of manufacture*” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“*Restricted business operations*” — means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate —

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in

the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

*“Service-disabled veteran-owned small business concern”* —

(1) Means a small business concern —

- (i) Not less than 51 percent of which is owned by one or more service— disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) *Service-disabled veteran* means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

*“Small business concern”* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

*“Veteran-owned small business concern”* means a small business concern —

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

*“Women-owned business concern”* means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

*“Women-owned small business concern”* means a small business concern —

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.
- (b) (1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

*These amended representation(s) and/or certifications(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it \_\_\_\_\_ is, \_\_\_\_\_ is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it \_\_\_\_\_ is, \_\_\_\_\_ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it \_\_\_\_\_ is, \_\_\_\_\_ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it \_\_\_\_\_ is, \_\_\_\_\_ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it \_\_\_\_\_ is, \_\_\_\_\_ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it \_\_\_\_\_ is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

\_\_\_\_\_  
(8) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price*



*Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program — Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either —

(A) It \_\_\_\_\_ is, \_\_\_\_\_ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It \_\_\_\_\_ has, \_\_\_\_\_ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) \_\_\_\_\_ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(8)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*

(9) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that —

(i) It \_\_\_\_\_ is, \_\_\_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It \_\_\_\_\_ is, \_\_\_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 —

(1) Previous contracts and compliance. The offeror represents that —

(i) It \_\_\_\_\_ has, \_\_\_\_\_ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It \_\_\_\_\_ has, \_\_\_\_\_ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that —

(i) It \_\_\_\_\_ has developed and has on file, \_\_\_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It \_\_\_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act — Free Trade Agreements — Israeli Trade Act Certificate. (Applies only if

the clause at FAR 52.225-3, Buy American Act — Free Trade Agreements — Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan,

Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act — Free Trade Agreements — Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act — Free Trade Agreements — Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act — Free Trade Agreements — Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act — Free Trade Agreements — Israeli Trade Act”:

Canadian End Products:

Line Item No.
(List as Necessary)

(3) *Buy American Act — Free Trade Agreements — Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act — Free Trade Agreements — Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are

insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals —

- (1) \_\_\_\_\_ Are, \_\_\_\_\_ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) \_\_\_\_\_ Have, \_\_\_\_\_ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3) \_\_\_\_\_ Are, \_\_\_\_\_ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) \_\_\_\_\_ Have, \_\_\_\_\_ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not

currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. § 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

End Product	Country of Origin
(List as Necessary)	

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

\_\_\_\_\_ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

\_\_\_\_\_ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of Manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly —

(1) \_\_\_\_\_ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) \_\_\_\_\_ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

Not Applicable (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror \_\_\_\_\_ does \_\_\_\_\_ does not certify that —

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

Not Applicable (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror \_\_\_\_\_ does \_\_\_\_\_ does not certify that —

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies —

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

\_\_\_\_\_ TIN: \_\_\_\_\_.

\_\_\_\_\_ TIN has been applied for.

\_\_\_\_\_ TIN is not required because:

\_\_\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

\_\_\_\_\_ Sole proprietorship;

\_\_\_\_\_ Partnership;

\_\_\_\_\_ Corporate entity (not tax-exempt);

\_\_\_\_\_ Corporate entity (tax-exempt);

\_\_\_\_\_ Government entity (Federal, State, or local);

\_\_\_\_\_ Foreign government;

\_\_\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_\_\_ Other \_\_\_\_\_.

(5) *Common parent.*

\_\_\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_\_\_ Name and TIN of common parent:

                    Name \_\_\_\_\_.

                    TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) [Reserved]

(o) *Sanctioned activities relating to Iran.*

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.



(2) The certification requirement of paragraph (o)(1) of this provision does not apply if —

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.